

**GENERAL TERMS AND CONDITIONS OF SALE OF RELATED SERVICES IN  
ADDITION TO THE RENTAL OF SURFACE AREA  
FOIRE DE PARIS 2020**



**PRELIMINARY ARTICLE – DEFINITIONS**

For application of these general terms and conditions, it is agreed that the following definitions shall be given to the terms used:

The "**Client**" refers equally to any exhibitor at an event organized by one of the COMEXPOSIUM Group companies ordered via this website as well as to any duly authorised agent thereof which completed and submitted the online registration form available online under the "Exhibitors' Area" tab.

The "**Event**" corresponds to any trade show organized by one of the COMEXPOSIUM Group companies.

The "**Company**" refers to any company in the COMEXPOSIUM Group organizing an Event.

The "**Exhibitors' Area**" refers to the ordering website that can be viewed at the following address - <https://event.foiredeparis.fr/2020/> - and where any Client can place an order for services.

A "**Late Order**" refers to any order for services placed after the date from which increased charges shall be applied and which is indicated online in the Exhibitors' Area.

**I – GENERAL TERMS AND CONDITIONS OF SALE AND HIRE**

**ARTICLE 1 – ACCEPTANCE**

These general terms and conditions of sale apply to any order placed by the Client relating to services offered at one of the Events organized by the Company.

As a result, placing an order implies the Client's express acceptance of these general terms and conditions of sale, which shall prevail over any other provisions, in particular any standard terms and conditions of purchase stipulated by the Client. Any modification or reservation made in any way whatsoever to these terms and conditions by the Client shall be considered null and void.

**ARTICLE 2 - ORDER**

**2.1. Placing an order**

All orders for services placed by the Client shall be carried out in the following manner:

either by way of the electronic order form available online in the Exhibitors' Area,  
or directly at the reception area of the venue where the Event shall take place (by way of a paper order form or through the console ordering system)

No other method of placing an order shall be accepted.

The Client undertakes to comply with the timescales set out online in the Exhibitors' Area. In the event of a failure to comply with these timescales, the order shall be deemed a Late Order and, where the order can be fulfilled, shall be subject to additional charges.

No order shall be considered unless it is accompanied by:

payment in full of the total amount due (including additional charges where applicable) or proof of payment (in the event that payment has been made online or by direct funds transfer), and the Client's duly completed stand layout plan relating to the intended presentation of services.

## **2.2. Order validation**

For all orders placed online, acceptance of the order by the Company shall take the form of the sending of an email confirming the technical feasibility and/or availability of the subject of the order. Orders placed on site at the Event venue in paper format shall only be deemed to have been accepted by the Company where the Company does not communicate any reservation or rejection at the time the order is placed.

The Company reserves the right not to provide the service requested if payment is not received. The Client shall be solely liable for any consequences of late settlement of its account.

## **2.3. Modification/cancellation of the order**

Any order modification/cancellation made by the Company at the request of the Client must be confirmed by the Client within the timescales stated on the order form and/or in the Exhibitors' Area. If no confirmation is received from the Client, the modification/cancellation shall not be taken into account by the Company.

Any modification to an order already fulfilled by the Company shall be invoiced at the tariff stated on the order form.

Any cancellation shall be notified to the Company in writing.

All orders cancelled by the Client shall result in the Company issuing invoices for the amounts set out below:

*For communication tools:*

*Where the cancellation is notified at least three (3) months before the start of the Event, 50% of the amount of the order;*

*Where the cancellation is notified less than three (3) months before the start of the Event, 100% of the amount of the order;*

*For other items and services:*

*100% of the amount of the order, irrespective of the date upon which the cancellation is made.*

## **ARTICLE 3 – ORDER FULFILMENT**

### **3.1. Sale of services**

The order is fulfilled according to the information provided by the Client on the order form and, where applicable, the plan which shall accompany it, provided that they are in line with standard practice.

The Company reserves the right not to fulfil services in accordance with the Client's instructions if they do not meet current regulations. If this is the case, the Company shall inform the Client and the order shall be suspended until receipt of additional information and acceptance by the Client of the necessary changes.

Furthermore, if the Client has failed to meet one of its obligations in relation to a previous order, late settlement for example, the sale may be rejected unless the Client provides satisfactory guarantees or cash payment. No discount for cash or early payment shall be granted.

### **3.2. Supply of equipment and furnishings – Pass readers**

Unless there is an explicit stipulation to the contrary, all order fulfilments include delivery, installation and return of the hired property at the Client's stand.

Delivery or return forms shall be filled out in the presence of both parties at the time of delivery and return, as applicable.

The Client may also purchase pass readers. These devices give the visitors the possibility to identify themselves on the Client's stand, so the Organiser may provide to the Client their following personal data at least: name, surname, email address. This identification process depends on the visitors consent to have their personal data transmitted to the Client. For that reason, the Organiser does not guarantee the Client to provide him with a certain amount of data.

The Client is required to comply with the regulations applicable to the protection of personal data and the sales prospection. Under no circumstances should the Organiser be liable for the Client's use of the transmitted personal data for which it is solely responsible.

Unless reservations are made on the delivery form or sent via post, email or fax within 48 hours, the property shall be accepted and deemed to be in good general condition and compliant with the order; it must be returned in the same condition at the end of the hire period; IT and telecommunications equipment shall be returned accompanied by all accessories (remote controls, cables, original packaging, etc.) and any documentation initially supplied, in any form whatever (brochures, user disks, etc.).

Due to stock availability and time constraints, the Company explicitly reserves the right to supply any equivalent property which identically meets the Client's needs in place of the property ordered; unless the Client totally or partially rejects it at the time the replacement property is delivered and installed, the Client shall be deemed to have accepted it and be bound by the resulting obligations.

Unless there is explicit prior agreement from the Company, no modification or transformation may be made to the hired property; the Client explicitly undertakes to use the hired property in accordance with its intended use, and not do anything or allow anything to be done which could result in its deterioration or disappearance, to carry out normal maintenance on it, and to comply with all special recommendations and usage advice provided by the Company, in particular at the time of delivery.

Unless the cause is attributable to the Client, the Company shall do its utmost to rectify any breakdown or technical problem affecting the hired property. If it is demonstrated that the cause is attributable to the Client, the Company shall invoice the Client for the cost of the work.

### **3.3. Reservation of advertising insertions**

The Company offers exhibitors the possibility of including advertising insertions in the following media: official online catalogue, addition to the official online catalogue, Event website.

No positions apart from those expressly identified can be guaranteed, whatever requests are made on the order form.

As the number of advertising positions is limited, spaces are allocated according to the date the advertising order is received (the postal stamp being used as proof) accompanied by payment of the sum due in respect of the reserved services.

**3.4.** Fulfilment or supply by the Company of all or part of a service is subject to technical feasibility and/or available space.

**3.5.** It is stipulated that in order to carry out all or part of the services described hereto, the Company shall call on specialized companies, which the Client declares to have perfect knowledge of and accept.

#### **ARTICLE 4 – PRICES – INVOICING – METHODS OF PAYMENT**

The applicable sale or hire cost is the one stated on the order form, which includes details of what it includes on an individual basis.

Products and services whose prices are not stated on the order form shall be quoted on an individual basis.

All prices included in rate sheets issued by the Company are exclusive of VAT and, in accordance with legal and regulatory requirements governing the services, are subject to the addition of VAT at the applicable rate.

All Late Orders received at the Event venue and/or received after the date upon which increased charges shall apply as indicated online in the Exhibitors' Area may, depending on the items ordered, be automatically increased by 20% (twenty percent).

All services are payable in full at the time of ordering.

Any sum due and not settled by its due date shall by rights result in late payment interest being applied, at a rate equal to three (3) times the legal rate of interest in force on the payment date, as well as a one-off compensation payment for recovery costs of forty (40) euros, without prejudice to any of the Company's other rights or options.

#### **ARTICLE 5 – LIABILITY - INSURANCE**

##### **5.1 Liability**

###### **5.1.1 Client's liabilities**

From delivery of the duly accepted property until its return, the Client is responsible and liable for it, in accordance with the terms of article 1384 et seq of the French Civil Code. The Client is therefore liable for any deterioration or disappearance in relation to the property throughout the entire duration of its hire up until its return, confirmed, where relevant, by the counter-signature of the return form referred to above.

All property delivered remains the exclusive property of the Company and/or its partners.

In the event of deterioration or disappearance of the hired property, the Client shall be liable for the cost of repair of the property or its as-new replacement value on the date of the incident, as well as any resulting immaterial damage, particularly in relation to its unavailability.

###### **5.1.2 Company's liabilities**

If the Company is to be held liable for the non-fulfilment or poor fulfilment of all or part of an order, its liability shall be limited to the cost of services affected excluding any other damages and interest, which the Client explicitly waives.

Under no circumstances shall the Company be held liable for compensating indirect and immaterial damages suffered by the Client as a direct or indirect result of non-fulfilment or poor fulfilment of all or part of the order, in particular the loss of turnover, contracts, custom, reputation, profits, IT data, emotional trauma, etc. even when the Company has been warned of the possibility of this type of damage.

The Client waives any recourse against the Company and its insurer under the conditions of article 5.1.2. It undertakes to obtain the same recourse waiver from its own insurer.

## **5.2 Insurance**

The Client hereby declares that it has taken out, from companies certified to provide insurance in France:

(i) a contract covering the financial consequences of the civil liability which may be incumbent on it as a result of consecutive or non-consecutive physical, material and immaterial damage, caused by third parties as a result of using hired property,

(ii) a fully comprehensive policy covering property hired from the Company and in particular against risk of theft, fire, explosion, water damage or machine breakage.

The Client must be able to prove that it holds such insurance, at any time, whenever such proof is requested by the Company. The client undertakes to obtain from its insurer a waiver of all recourse against the Company and its insurer.

The Client may choose to benefit from the insurance cover of the comprehensive policy taken out by COMEXPOSIUM ASSURANCES to insure the hired property. The comprehensive policy's main clauses and terms (coverage, compensation caps and policy exclusions, additional insurance etc.) are specified in the Insurance Regulations attached to the Event's application form and can be viewed in the Exhibitors' Area.

## **ARTICLE 6 – FORCE MAJEURE**

The Company shall not be considered to be liable or in default for any lateness or non-fulfilment resulting from the occurrence of an event of force majeure, as usually recognized by French jurisprudence.

## **ARTICLE 7 - TOLERANCES - MODIFICATIONS**

Any tolerance by the Company in relation to non-fulfilment or poor fulfilment by the Client of any of the provisions of these General Terms and Conditions of Sale may under no circumstance, however long it lasts, confer any right on the Client, nor modify in any way whatever the nature, extent or fulfilment of the Client's obligations.

## **ARTICLE 8 - COMPLAINTS**

Complaints regarding the fulfilment of services must be made in writing to the Company director before the closure of the Event to the public, in order to be recorded and taken into consideration. No complaint shall be admissible after this date.

## **ARTICLE 9 – ADDRESS FOR SERVICE - DISPUTES**

The parties indicate their addresses for service as their respective head offices, stated at the start of this document. In order to be valid, all notifications must be sent to the address for service.

The present contract shall be governed by French law.

In the event of any disputes arising in respect of the interpretation, validity and/or fulfilment of these general terms and conditions, the parties shall firstly seek an amicable resolution. Failing that, the dispute shall be decided by the Nanterre commercial court.

## **II - SPECIAL TERMS AND CONDITIONS OF SALE AND HIRE**

**For the purposes of the provisions below, “*exhibition stand*” means spaces in the same area which are separated by partitions of any height to prohibit free circulation between them, can be accessed via walkways and are occupied by legally distinct companies or trademarks.**

## **ARTICLE 10 – WORK ON FLUID DISTRIBUTION NETWORKS (POWER, WATER, COMPRESSED AIR) AND FACILITIES AT THE EVENT VENUE**

For safety reasons, only persons appointed by the Company are authorised to carry out operations on the site's electricity, water and compressed air networks. Similarly, only persons appointed by the Company are authorised to carry out operations on the site's infrastructure (crawl spaces, gutters, roofing, outside areas, communications lines and cables etc.). As such, the following are not authorised:

- any drilling to attach machines or to stabilise or brace equipment on the flooring, paving, terraces or any other parts of the building;
- any gluing or adhesion of materials to the flooring, paving or other parts of the building;
- any work on or modification to any structures; In the event of any failure to comply with these guidelines, the Company reserves the right to cut off the supply of power, water and/or compressed air and/or to take down any unauthorised or non-compliant installations immediately, with the Client being liable for all the costs and any harmful consequences arising to its installation, without recourse against the Company.

In the event of failure to adhere to the recommendations of this article, the Company reserves the right to cut off the electricity, water or compressed air supply, and/or immediately remove the unauthorised or non-compliant stands. In this case, the Client shall be responsible for all costs and consequences of its stand, and shall have no recourse against the Company.

### **10.1: Electricity**

Each power line may supply only one stand (fire safety standards). The switch boxes and electricity cabinets are each fitted with a 300mA differential switch and fuses that are appropriate for the given amperage. In the event of a surge in current, the protective mechanisms cut the power. Switch boxes with outlets are fitted with a 30 mA circuit breaker. For safety reasons (protection of individuals), the

outlets provided by the Company are fitted with 30mA protection for a circuit with a maximum of 8 outlets. For more than 8 outlets, a second 30mA protection system must be installed.

Only personnel appointed by the Company have the right to open the switch boxes and electricity cabinets, which, for safety reasons, must be accessible at all times to personnel appointed by the Company while remaining off-limits to the public.

The power supply is not guaranteed against mini-outages. It is specified that, in the event of a power outage, the Client is not authorised by the Company to use and/or resort to a generator unit.

### **10.2: Water**

A line may only be used to supply a single stand. If wastewater contains sewage or grease, a sedimentation or grease-removal tank is required.

Any filling or emptying of pools or basins is only to be carried out by personnel who have been specifically appointed by the Company for this purpose.

For safety reasons, a connection may only supply two machines spaced less than 3m apart. One line per machine is required for machines further than 3m apart. A drainpipe may only be connected up to a single piece of equipment. Any connection made directly by the Client or an authorised third party must comply with regulations regarding connections to the drinking-water supply system, in particular with regard to anti-pollution arrangements (backflow preventers).

### **10.3: Compressed air**

The Company provides compressed air inasmuch as the stand is located near a connection box. A line may only supply one single stand.

For safety reasons:

- the compressed air lines must not be laid across the aisles.
- a line can only supply two machines that are not more than 3m apart. One line per machine is required for machines further than 3m apart.
- the lines must be fixed in such a way as to prevent any whipping action should they break. Any connection set up directly by the Client or an authorised third party must comply with current regulations, be maintained throughout the duration of the exhibition, and is the responsibility of the Client, who shall bear all costs thereof.

### **10.4: Slinging**

Rigging slings may only be set up by personnel appointed by the Company; neither lifting nor hanging is included in the set-up. Rigging slings are not allowed in some areas. The Client should refer to the exhibition guidelines with regard to the height and positioning of rigging slings.

### **10.5: Electronic communications ; Internet and networks**

Only the Company may run cables through the Site's facilities. Similarly, only the Company is authorised to attach satellite dishes to the buildings.

For optimum performance, one connection may not supply more than 4 devices. For more than four devices, an additional connection is required.

## **ARTICLE 11: FLOOR LOADS**

Admissible floor loads vary from area to area. The Client should contact the Company, who have all the necessary information.

## **ARTICLE 12: PARKING - LOADING DOCKS**

Parking spaces at the Paris expo Porte de Versailles, Paris Le Bourget and Paris Nord Villepinte sites will be awarded on the basis of availability. To facilitate stock management in the interest of everyone, it should be remembered that, once ordered, spaces may not be taken back or refunded. With regard to parking spaces, it is expressly specified that the Company only provides the right to a parking space and consequently declines any liability for theft or damage of any kind caused to parked vehicles, as well as for any personal injury or physical damage that might arise during parking.

The French Highway Code (Code de la Route) is applicable on the site premises. The maximum authorised speed is 20 km/hour.

At all sites, any parking, even for short periods, is prohibited outside the dedicated areas marked for this purpose. No stopping is permitted in the lanes reserved for fire engines and emergency vehicles. In the period during which the exhibition is open to the public, no stopping or storage of any kind is permitted alongside the areas, in particular in the security perimeters marked out alongside the buildings. For safety reasons, any illegally parked vehicle can be removed without notice by the Company and moved to a reserved place. Removal and storage charges shall then be payable by the offending party before the vehicle may be recovered.

## **ARTICLE 13: INTERNET ACCESS – WIRELESS NETWORK**

### **13.1. Internet access - Wi-Fi**

Clients shall access the wifi service (hereafter the “Service”) in line with the conditions of this document. The Client undertakes to use the Service in line with these stipulations and not send or receive any message, data, file, content or signal which goes against good behaviour or public order, or which contravenes legislation on press offences, internet copyright, the protection of minors, business secrecy, correspondence secrecy or internet privacy. Failing this, the Company reserves the right to immediately interrupt the Client’s internet connection, without compensation or notice.

The Company cannot be held liable under any circumstances for messages, data, files, content or signals sent or received by the Client while using the Service, or if the websites visited and/or content viewed or uploaded by the Client are illegal. More generally, the Company cannot be held liable for any losses attributable to, sustained or caused by the Client as a result of the latter using the Service.

The Client therefore guarantees the Company against any material or immaterial direct or indirect damages, caused by itself or its employees or invoked by third parties, resulting from the use of internet access.

The Client shall be solely responsible for the set-up of its terminal configuration (cabling leading to the terminal, IT configuration, etc.) and the configuration of its IT equipment, to obtain a service compliant with the order form.

The Client declares that it is aware of the technical characteristics and the vagaries in relation to response time, loading, viewing or other operations performed on the internet via the Service; the



network design does not make it possible to know the recipient's internet speed, the path used by the data or the availability rate of the bandwidth.

The Client also acknowledges that it has been warned of the security and confidentiality risks relating to data and content sent and received over the internet. The Client alone is responsible for taking measures to protect the security and confidentiality of its data, content and applications when using the Service. Also, whenever log-ins to the Service take place using the Client's username and password, the Client will be assumed as the origin of said log-ins.

The Client shall take care to adhere to any applicable regulations on encryption and secrecy of correspondence. The Client is responsible for taking the necessary measures in terms of physical and software security to protect their IT system and its content from any intrusion or computer virus. The Client acknowledges that the Company cannot be held responsible, under any circumstances, for the scenarios mentioned above. The Client is also informed that the Service may be disrupted by the proximity of elements causing electromagnetic disturbances.

For the purposes of providing access to a Wi-Fi Service, it is hereby expressly stipulated that the Company may use the services of an Electronic Telecommunications Service Provider that is declared to conform to article L33-1 of the *Code de Postes et des Communications Electroniques* [the French Code of Posts and Electronic Communications], hereinafter referred to as the CPCE. Any such service provider shall be obliged to retain identification and connection data pursuant to articles 6 of the law number 2004-575 of 21 January 2004 and L34-1 of the CPCE. In order to be able to comply with the aforementioned articles, the service provider or the Company, acting on behalf of the service provider, shall be required to collect and keep technical data as defined by article R 10-13 of the CPCE, without recording the contents of any communications.

Pursuant to law n°78-17 of 6 January 1978, the Client has the right to access, modify, delete or object to their personal data being processed or sent to third parties. These rights can be asserted by contacting the Company or the operator which provides the Service. The Client must notify all wifi connection users of their rights as regards their personal data.

The Client hereby undertakes to inform any agent, partner, client, prospective client or visitor that may connect to the internet by way of the service provided to the Client, of the aforementioned obligations.

### **13.2. Wireless network**

Any installation of a wireless network (such as Wi-Fi, Wimax, Edge, etc.) is forbidden within the Event venue without the Company's explicit prior authorization.

## **ARTICLE 14 – COMMUNICATION TOOLS**

### **14.1. Description of services**

#### **14.1.1. Advertising insertions**

The Company may offer the Client the possibility of having advertising insertions in several types of media including printed documents, the Event website, the official bag, the badge lanyard, aisle letters, journalist notebooks, "visitors' reception" display panels, self-adhesive tiles (and possibly other media).

It is stipulated that the Client undertakes to declare the existence of an agency contract and to specify if the principal will be paying for the space reserved on its behalf. In the event of payment by the

principal, the Client and the principal are jointly and singly liable for payment of the order. No trade discount shall be granted to the principal.

#### **14.1.2. Sponsoring**

The Company may offer exhibitors the possibility of sponsoring certain events or products according to the procedures detailed on the order form.

#### **14.1.3. Exhibitor workshops and advertising presentations**

The Company may offer exhibitors at the Event the possibility of organizing workshops and advertising presentations. The themes of workshops and advertising presentations chosen by exhibitors must be covered by the Event's list of topics or be an extension of them and must be approved beforehand by the Company.

#### **14.1.4. Organization of evening events at stands**

The Company offers exhibitors the possibility of organizing evening events within their exhibition space outside the Event's normal public opening times.

Given the constraints of organizing the Event, Clients that order the ability to hold an evening event are hereby informed that they shall be strictly obliged to comply with the following conditions:

- the evening event must take place in the exhibitor's exhibition space,
- the exhibitor's guests are not authorized to access the rest of the hall or the Event after it has closed,
- guests must access the exhibitor's stand during the times mentioned in the "practical information" section of the Exhibitors Area by presenting an invitation,
- the evening event must end within the times mentioned in the "practical information" section of the Exhibitors Area,
- the event zone must be marked out by barriers or cordons,
- the stand's security must be arranged by the exhibitor,
- the exhibitor must send the Company an estimate of the number of guests in advance.

In any case, no evening events may be organized by visitors on the evening open days.

The price of this service includes VIP reception of guests via the entrance indicated in the "practical information" section of the Exhibitors Area, the security of the hall, and use of the hall's lavatories.

### **14.2. Reservation and/or insertion order**

#### **14.2.1. Order acceptance**

Requests for reservation and/or insertion of communication tools must be sent to the Company within the timeframes indicated in the Exhibitors Area. The reservation and/or insertion order is firm and irrevocable.

#### **14.2.2. Order rejection**

The Company reserves the right, without the need to justify its decision, to refuse an order, a tool, a creation, etc. which runs contrary to the spirit of the publication, the material or moral interest of the Event or applicable laws and regulations, particularly regulations governing advertising for weapons and munitions, tobacco and alcohol.

The Company also reserves the right to refuse any reservation request depending on the products offered and the number of client requests already received.

Rejection of an order does not give entitlement to any damages or interest. Only the amount for the services ordered shall be reimbursed to the Client.

### **14.2.3. Deadline for submitting an order**

#### **a) Printed insertion orders**

The Client undertakes to send the Company the insertion forms and associated technical items within the timescales stated on the order form and/or in the Exhibitors Area.

If the technical elements are not received by this date, the words "space reserved for ...." Followed by the Client's name and address shall be printed in the reserved position, and the insertion shall be invoiced according to the conditions stated on the form.

Technical expenses for insertions, print proofs, pre-press, printing, correction or re-formatting shall be payable by the Client, unless stated otherwise in the rate sheet.

Reservations for the cover and preferential locations shall be honoured according to their booking order and availability.

#### **b) Insertion orders via the Event website**

The technical items must be supplied at the same time as the insertion order, within the timescales stated on the order form and/or in the Exhibitor Area.

If they are not received, the insertion shall not be carried out and shall be invoiced according to the conditions stated on the form.

Reservations for preferential positions and those available only to a limited number of exhibitors shall be honoured according to their booking order and availability.

#### **c) Sponsoring / Exhibitor workshops and advertising presentations**

Reservation orders shall be honoured according to their booking order and availability.

It should be noted that exhibitor workshops and advertising presentation reservation requests must be sent to the Company with the order form to appear in the conference programme. Since the number of exhibitor workshops and advertising presentations is limited, the Company shall fulfil requests sent to it according to the date it receives them.

### **14.3. Fulfilment of reservation and/or insertion orders**

#### **14.3.1. Print approval**

In the case of insertion or modification of an advertisement by the Company at the Client's request, the text is submitted for proofing and print approval to the advertiser and, once approved, shall be returned by any means and shall represent final approval for publication. Any print approval not returned within forty-eight (48) hours shall be considered as accepted. Print approval proofs cannot be guaranteed for any document submitted or posted after the date set by the Company. The Client may make typographical corrections to this proof compared with the initial text but any textual modification after it has gone to pre-press shall subject the Client to authorial correction costs.

#### **14.3.2. Delivery deadlines for communication tools**

The Client undertakes to supply the Company with all the items required to fulfil the communication tools ordered within the deadlines set out in the Exhibitors Area.

#### **14.4. Complaints**

For all communication tools to be published on the Event website, the Client shall have 8 (eight) days from the online publication to communicate any comments or reservations to the Company.

All comments or reservations must be sent in writing to the Company by post or by email to the address specifically specified by the Company or its service provider within this time and must explicitly refer to the aspects deemed not to comply with the items provided.

The Company shall then make the necessary modifications within a reasonable time to ensure the insertion complies with the items provided and shall notify the Client in writing of delivery of the communication tools. It is stipulated where applicable that any item not included in the items supplied cannot give rise to any complaint from the Client.

If no comment or complaint is made within eight (8) days or if there is no cause for comments or complaints with respect to the items provided, the online publication shall be deemed to comply with the items provided and delivery shall be deemed to be definitive and irrevocable.

#### **14.5. Liability**

##### **14.5.1. Advertising insertion/Sponsoring**

The Company declines all liability in relation to the content and editing of advertisements. It cannot be held liable for information provided or offers made.

Texts, logos, illustrations, photographs and images, hypertext links, products, brands and generally all works and elements used to produce an advertising insertion are produced at the sole liability of the Client, which is solely liable for any fees, particularly for reproduction and representation.

The Client releases the Company from all liability it may incur as a result of the insertion produced or distributed at its request.

The Client shall compensate it for any damage it may suffer and guarantees it against any third-party proceedings against it in relation to these insertions.

It is agreed that the Client explicitly authorizes the Company and/or any third party appointed by the Company, at no cost, to freely use the logos, photos, illustrations, and more generally all works and elements used to produce an advertising insertion, both in France and abroad and without any time restriction, for the purposes of promoting the Event, and/or the COMEXPOSIUM Group and/or its communication tools.

It is also emphasized that it is not currently technically possible to satisfactorily protect against any form of reproduction, reuse, redistribution, or illicit commercialization of all or part of a website. The Client therefore declares that it is aware that any element used on the internet is at risk of being copied and used fraudulently by any user connected to the internet. The Company may not therefore be held liable for any counterfeiting or damages suffered directly or indirectly by the Client as a result of this fact.

The Company reserves the right to interrupt the service for work to maintain and/or improve its networks. These service interruptions may not give rise to any compensation to the Client.

##### **14.5.2. Workshops and advertising presentations**

The activities taking place in workshops and advertising presentations are solely the responsibility of exhibitors, the only role of the Company being to provide them with laid out spaces equipped with a screen, a paperboard, a mini-stage, an overhead projector and projection equipment as well as a hostess for welcoming participants, and to promote workshops and advertising presentations. Under no circumstances can the Company be held liable for the unsuccessful conduct of activities in the workshops and advertising presentations.

#### **14.5.3. Organization of evening events**

The Client undertakes to take all necessary precautions during evening events to avoid any damage occurring (theft, deterioration, etc.) to the property for which it is responsible. The stand must therefore be constantly guarded.

It is the Client's responsibility to comply with current anti-smoking legislation and forbid its guests from smoking at the stand.

The Client undertakes to comply with all safety measures laid down by the Company.

Failing this, the Company reserves the right to terminate the evening event and/or close the stand, without prior notice. This disciplinary action shall not entitle the Client to any form of compensation.