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SPECIFIC TERMS AND CONDITIONS OF SALE AND RENTAL

F.1. – PERFORMANCE

The SERVICE SUPPLIER agrees to provide SERVICES and to deliver those SERVICES to the CLIENT and perform associated work as generally described in the QUOTATION. The SERVICE SUPPLIER will consult with the CLIENT as needed in the course of performing the SERVICES. Unless otherwise agreed upon by the parties, the SERVICE SUPPLIER will provide all labor and facilities and acquire materials and EQUIPMENT necessary to perform the SERVICES.

Both parties will perform and complete the MILESTONES as specified in the SCHEDULE. If either party expects that it will be unable to meet any scheduled MILESTONE, it will promptly notify the other party with the reason for the delay and the expected date of completion. In the event that the CLIENT does not complete a MILESTONE set forth in the SCHEDULE, in addition to other remedies provided herein, the SERVICE SUPPLIER may amend the terms of the QUOTATION to account for expenses and costs related to CLIENT's failure to meet such MILESTONE. The SERVICE SUPPLIER shall immediately send any amendment to the QUOTATION to the CLIENT. If the CLIENT does not submit written notice to the SERVICE SUPPLIER that it does not accept such amended QUOTATION within 0 days of receipt of the amendment, then the CLIENT shall be deemed to have accepted such amended QUOTATION.

The CLIENT must send to the SERVICE SUPPLIER or provide the SERVICE SUPPLIER with the technical guide of the EVENT and the corresponding access codes according to the SCHEDULE. If not, the SERVICE SUPPLIER can not guarantee the exact information/rate regarding the SERVICES provided by the EVENT official suppliers included in the EVENT technical guide.

All EQUIPMENT, materials and SERVICES are guaranteed to be as specified or equivalent. All sizes are approximate. All finishes are standard unless otherwise noted. Any material or color changes will be charged as extra.

The QUOTATION includes the rental of materials and EQUIPMENT only, if not specified differently. If the CLIENT wants to keep any part of the stand or the EQUIPMENT, an additional QUOTATION including the price in sale, the crates and the handling of specific dismantle will be sent and should be approved at least 0 days prior the first day of the EVENT.

All articles not mentioned in the QUOTATION are not included.

Access badges: the CLIENT must provide the SERVICE SUPPLIER with access badges and parking pass for its personal during the installation and dismantling period of the EVENT and, for the duration of the EVENT for at least two SERVICE SUPPLIER's employees in case of supervision, coordination, on site orders management, maintenance or any technical duty or service management required for the execution of the SERVICES.

Any additional fees to access to the EVENT are at CLIENT's charge and can be invoiced after the EVENT.

F.2. – VALIDITY

Any miscalculation in the total line, total column, subtotal, grand total and/or taxes calculation in the QUOTATION could not be considered in the benefit of the CLIENT or of the SERVICE SUPPLIER. As soon as this miscalculation will be revealed, a new QUOTATION replacing the one with miscalculation will be sent by the SERVICE SUPPLIER to the CLIENT. If the CLIENT has already approved the QUOTATION and/or the AGREEMENT, the SERVICE SUPPLIER will have the right either to decline the order or to adjust the price in consequence. This is the client liability to control the validity of each calculation.

This QUOTATION is valid until the validation date indicated in the SCHEDULE and for the indicated EVENT only. The QUOTATION may be different for other EVENTS, at other locations and at other dates.

Orders placed after this validation date may be subject to rush charges. The SERVICE SUPPLIER cannot guarantee provision of order received after the date of validity.

In order for the SERVICE SUPPLIER to produce and secure the SERVICES indicated within the limits specified in the schedule, the latter will require the return of a signed and dated copy of the AGREEMENT by fax, regular mail or electronic mail to the SERVICE SUPPLIER's address or fax number no later than the validation date.

Any signed AGREEMENT or QUOTATION received after this date may be reevaluated for pricing, availability and delivery schedule.

To become valid, the corresponding payment of the QUOTATION must be sent by the same date with the completed and signed GUARANTEE OF PAYMENT BY CREDIT CARD AUTHORIZATION FORM attached as a guarantee of payment for additional on site CLIENT's orders, compulsory fees and taxes, final balance of provision for SERVICES when indicated.

A confirmation of order will be sent by the SERVICE SUPPLIER as soon as the completed AGREEMENT and the corresponding payment and guarantee will be received and accepted.

F.□. – PAYMENT

The CLIENT shall pay the SERVICE SUPPLIER all fees and charges as provided in QUOTATION and/or invoices, as applicable.

F.□.1. Down payment

The SERVICE SUPPLIER requires a 100% down payment of the amount of the QUOTATION no later than the date specified in the SCHEDULE and the remaining balance, if any, at the date specified in the same SCHEDULE. Upon CLIENT's request, the SERVICE SUPPLIER may prepare and send a pro forma invoice for down payment. A final invoice will be sent in the following two weeks after the EVENT. The CLIENT order will be confirmed only after full payment confirmation.

F.□.2. Guarantee of payment by credit card

The SERVICE SUPPLIER requires completion and signature on the CREDIT CARD AUTHORIZATION FORM attached. Any invoice balance open more than 10 days from the issue date will be charged to the credit card account submitted with a processing fee, unless the invoice amount is disputed by the CLIENT, and a written notice of a dispute is sent to the SERVICE SUPPLIER within 7 calendar days of the invoice date..

F.□.□. Estimate prices

The QUOTATION may list prices or fees with wording such as "Estimate Only", "Estimate", "For budget purposes only", "Budget", "on a time and material basis", "Provision" or with similar wording which is typical for SERVICES provided or managed by others by managed by the SERVICE SUPPLIER. In such cases, the prices or fees as listed are not final prices or fees but are estimates only. CLIENT shall pay the SERVICE SUPPLIER the amounts as indicated on invoices which will reflect the final costs incurred for SERVICES provided by the SERVICE SUPPLIER plus a SERVICE fee. Usually the rates and quantities indicated for labor, electricity labor, drayage, electricity meter, electricity consumption, telephone, internet access, catering, rigging points, phone calls, hours of installation, dismantling, supervision and/or project management are provision only and are adjusted after the EVENT depending on the real cost/time spent. These final costs are charged by the SERVICE SUPPLIER on the credit card given as a guarantee of payment if the CLIENT has not given any written opposite directions, once the final invoice has been sent and not been paid by the CLIENT in the following ten (10) calendar days.

The SERVICE SUPPLIER can not guarantee provision for order received after the validation date.

F.□.4. Provision for phone calls

Due to the international EVENT management mission required by the CLIENT to the SERVICE SUPPLIER, international phone calls placed by the CLIENT to the SERVICE SUPPLIER personnel's mobile phones and made by the SERVICE SUPPLIER personnel on behalf of the CLIENT during installation, dismantle and for the duration of the EVENT will be charged on a per minute basis with all the applicable taxes and surcharges and invoiced after the EVENT.

F.□.5. Additional order

Any onsite additions or changes to the QUOTATION(S) that result in additional expenses will be invoiced separately not later than 15 days after the close of the EVENT and will be secured by a guarantee of payment by bank's or credit card authorization. All invoices are due upon receipt.

F.□.6. Sale Tax and/or VAT and other taxes

The SERVICE SUPPLIER may be responsible to collect the Sale tax or the VAT for a number of the items included in this QUOTATION. Sale taxes and/or VAT are not included in the prices of this QUOTATION unless specifically noted. Please contact the SERVICE SUPPLIER' Finances & Account Department for itemization, cost of the end user tax liability or VAT refund claims. All applicable sales/VAT taxes will be included in the final invoice.

Any taxes (except taxes attributable to the SERVICE SUPPLIER such as ordinary income taxes) and without limitation all sales, use, federal, local, national excise, utility, gross receipts, state and local surcharges, value added and similar taxes government charges, charges of penalty from the organizer or local compulsory suppliers or local fees that the SUPPLIER may be required to pay or collect under any law upon or with respect to the SERVICES provided under this QUOTATION are the sole responsibility of the CLIENT and shall be remitted by the CLIENT to the SERVICE SUPPLIER upon payment, invoicing or demand.

In case of road, air, rail or sea transportation managed or supervised by the SERVICE SUPPLIER on behalf of the CLIENT, the taxes, VAT, sales taxes, customs taxes, unforeseen taxes, local taxes not specified in the QUOTATION but claimed by customs, local administration, tax administration and/or department will be invoiced by the SERVICE SUPPLIER to the CLIENT. The CLIENT will pay upon first request the corresponding tax.

Pursuant to the European Tax Regulations, the organizers of trade events are to invoice their services including local VAT. This VAT can be reimbursed to the CLIENT by the Tax administration of each European country.

F.□.7. Payment

The SERVICE SUPPLIER accepts payment **by check** in Euros only, **by bank transfer** in Euros, USD or GBP, and **by credit card** in Euros only (Visa, MasterCard and American Express).

Payment by bank transfer must be done without any bank processing fees for the SERVICE SUPPLIER bank details. These bank details are joined with the QUOTATION or sent separately upon simple request. A 60 € (sixty euros) minimum fee applies on payment by bank transfer.

Payment by credit card must be done through the corresponding CREDIT CARD AUTHORIZATION FORM to be filled out and sent by fax with copy of the credit card and ID of the owner. A 2% processing fee applies on payment by VISA and Master Card. A □% processing fee applies on payment by American Express card.

F.4. – DESIGN, GRAPHICS AND COPYRIGHTS

The booth drawing and any subsequent drawings issued prior the production are the property of the SERVICE SUPPLIER. Copyright is reserved by the SERVICE SUPPLIER and the drawings are issued on the condition that they are not copied either wholly or in part without written consent of the SERVICE SUPPLIER even if the AGREEMENT is not completed between the SERVICE SUPPLIER and the CLIENT. In any case and for a period of 10 years after presenting the design to the CLIENT, the design(s) produced by the SERVICE DESIGNER remain(s) its property and is/are protected by international copyrights and Intellectual Property International Laws and Convention.

Any Copyright Infringement by the CLIENT, its affiliates, its current or future contractors will immediately incur legal pursuits by the SERVICE SUPPLIER. If the original design provided by the SERVICE SUPPLIER is used by the CLIENT, its affiliates, its suppliers, vendors and/or contractors without the SERVICE SUPPLIER' authorization, the CLIENT agrees to pay as first and immediate penalty, without delay and upon first request, an amount of 7500 € (seven thousands and five hundreds Euros) plus tax to the SERVICE SUPPLIER. The payment of this penalty does not relieve the CLIENT from his responsibility and the SERVICE SUPPLIER will estimate the damage caused by the breach of this clause by the CLIENT before starting any additional legal pursuits. The design of the stand is not sold by the SERVICE SUPPLIER to the CLIENT. Once the complete AGREEMENT approved, the CLIENT benefits of the right to use the design provided by the SERVICE SUPPLIER at the corresponding EVENT of the AGREEMENT, except if specified differently.

The SERVICE SUPPLIER is not responsible of any copyright infringement if the CLIENT provides it with a design to be produced without any authorization of the original designer.

The 2D, □D designs, illustrations and/or photos featured in the SALE documentation and SERVICE project (irrespective of the medium) are not binding.

Any fees regarding stand approval by the EVENT are at CLIENT's charge and can be invoiced after the EVENT.

F.5. – TERM AND TERMINATION

F.5.1 The term of this Agreement shall commence on the Effective Date and shall terminate upon the completion of the SERVICES.

F.5.2 Either party may terminate this Agreement at any time effective immediately if the other party: (i) materially breaches any warranty, term, or condition in this Agreement and fails to cure the breach within 10 days of receiving written notice; (ii) becomes insolvent, fails to pay its debts or perform its obligations in the ordinary course of business, or admits its insolvency or inability to pay its debts or perform its obligations; (iii) makes an assignment for the benefit of creditors; (iv) files or has filed against it a petition in bankruptcy or any form of debtor relief relating to bankruptcy that is not dismissed within thirty (30) days; or (v) appoints or allows a receiver, liquidator, assignee, trustee, custodian, or similar official to take possession of the party or any of its property.

F.5. Cancellation Policy

Should the CLIENT terminate or cancel the AGREEMENT and/or its participation in the EVENT for any reason, including Acts of War, Acts of God, or any other reason regardless of nature or circumstance, CLIENT agrees to compensate the SERVICE SUPPLIER, its agents and or concerns, as follow:

- 50% of the total amount of the QUOTATION(S) and price of the SERVICES of the AGREEMENT if cancellation happens in a period of time between the date of order confirmation by CLIENT and 91 calendar days before the first official day of the installation of the EVENT.
- 75% of the total amount of the QUOTATION(S) and price of the SERVICES of the AGREEMENT if cancellation happens in a period of time between 90 days and 46 days before the first official day of the installation of the EVENT.
- 100% of the total amount of the QUOTATION(S) and price of the SERVICES of the AGREEMENT if cancellation happens in a period of time of 45 days before the first day of the installation.

F.6. – TECHNICAL SPECIFICATIONS

F.6.1. Design – see F.4. DESIGN, GRAPHICS AND COPYRIGHTS

The SERVICE SUPPLIER provides upon CLIENT's request a first design for any new project. The CLIENT can amend this design three times. The design fees are included in the QUOTATION. This design fees cover the initial design and three modifications. The additional modifications required by the CLIENT will be charged on an hourly basis.

F.6.2. Stand equipment – Conditions of use: particularities and specificities

The CLIENT shall provide the installation diagram within the deadlines prescribed, shown by the layout for the STANDS desired, or any specific instructions helping to identify the four points corresponding to the four corners of each STAND.

Failing this, the CLIENT will be invoiced the additional costs borne by the SERVICE SUPPLIER to draw them up. The access and installation sites shall be levelled and suitable for vehicles.

The CLIENT shall be present or appoint a person to EVENT the erection area. This area shall be marked out or traced on the ground to enable the rented EQUIPMENT to be set up.

The CLIENT must be present on the first day and at the very start of assembling and will be responsible for identifying the four points corresponding to the four corners of each STAND with the SERVICE SUPPLIER.

If an error in tracing has been made by the CLIENT or its authorised agent, the assembly work, once started, cannot be interrupted and the CLIENT will lose all its rights to any recourse whatsoever.

The CLIENT shall take the necessary measures with an independent aid body which will inspect and verify the installations on its behalf according to the plans and after assembling.

The CLIENT must specify with the order the nature of the floor on which the installation will be (concrete, carpet, wooden floor, etc..) and attach to the latter a detailed, dimensioned plan of its stand together with the desired installation date.

With regard to floor coverings, the surface areas will be worked out taking into account any off cuts due to standard carpet widths (two-metre widths). Floor covering surfaces will be rounded up to the nearest square metre.

Wall covering surfaces will be rounded up to the nearest square metre.

The CLIENT refrains from hanging, tacking, nailing, pinning any EQUIPMENT on the stand, and/or stocking any valuable EQUIPMENT without any constant watch.

The CLIENT is responsible for managing the access to the stands by any person and for any consequences that may result from this. It is also responsible for their evacuation under the same conditions.

Guarding the installation site and the SERVICE SUPPLIER's products and/or SERVICES is the CLIENT's responsibility from the first day of assembling to the last day of dismantling.

In order to avoid theft, the CLIENT must lock up the EQUIPMENT made available every evening and protect as its best, even by ordering a security and/or guard service, the SERVICE SUPPLIER's EQUIPMENT.

When delivered at the EVENT, the CLIENT should test and accept the EQUIPMENT including audio visual, computer and catering EQUIPMENT, as no complaint is admissible after the EQUIPMENT has been delivered and accepted by the CLIENT.

The CLIENT is responsible with respect to third parties for use of the EQUIPMENT without any recourse whatsoever against the SERVICE SUPPLIER.

Shock and tilt indicators are placed on the packaging of certain products (plasma monitors in particular) and their statuses will define the quality with which the CLIENT has transported and/or made use of the rented EQUIPMENT.

The CLIENT will be invoiced for the EQUIPMENT, including audio visual, catering, computer, lighting EQUIPMENT returned out of action at 100 % of their replacement value. The same will apply for any cable and accessory that is not returned and any other EQUIPMENT. In order to avoid theft, the CLIENT must lock up the EQUIPMENT made available every evening.

The CLIENT undertakes to see to it that the indoor plants rented are in an ambient environment of between 15 and 20 degrees Celsius from September to March.

In the EVENT of custom made production or of sale, manufacture of the products is only started after the CLIENT has expressly accepted the SERVICE SUPPLIER's plans within the required time limits and proceeds to the payment. Despatch dates are given for information only and do not include transport times. No EQUIPMENT delivered will be taken back.

Packaging of the EQUIPMENT is imposed and the CLIENT will be invoiced for its unpacking.

The CLIENT must point out to the SERVICE SUPPLIER beforehand the specific characteristics of Barman, barmaid, Hostess, Steward related to the mission given, and especially if it takes place outside or not. If it does, it will be invoiced extra for the appropriate EQUIPMENT supplied. The names and pictures of staff given to the CLIENT by the SERVICE SUPPLIER are for indication only and are not contractual.

The CLIENT recognizes and accepts that SERVICE and/or EQUIPMENT provided and/or executed by the SERVICE SUPPLIER can represent a risk in use. As a professional, the CLIENT accepts to take its full responsibility in using the SERVICE and EQUIPMENT and to only use the SERVICE or EQUIPMENT in accordance with the corresponding safety regulations and to hire and work with professional authorized worker in using the SERVICE and/or the EQUIPMENT if required for normal use, safety regulations or by precaution if the CLIENT is not familiar with the SERVICE and/or EQUIPMENT.

F.6. Client's equipment and material

The shipping, unloading, drayage, handling, delivery, installation and dismantle, empty crates storage and delivery of the CLIENT's material are not included except if clearly specified in the QUOTATION. Upon written request and acceptance of a QUOTATION for these services management, the SERVICE SUPPLIER may supervise and manage these services for the CLIENT. If, whatsoever the reason of the absence of the CLIENT, the SERVICE SUPPLIER has to supervise these services in to execute and produce the SERVICE in time, additional supervision fees will be invoiced after the EVENT.

The SERVICE SUPPLIER is not responsible for any material left by the CLIENT at the place of the EVENT. This is the CLIENT responsibility to remove all its material, literatures, computers, luggage, etc. from the place of the EVENT. If the EQUIPMENT delivered by the SERVICE SUPPLIER includes a storage or a meeting room or any lockable room, the CLIENT must leave this room open for the daily cleaning and for the dismantle. If the SERVICE SUPPLIER dismantling staff can not access the place of the EVENT and the EQUIPMENT and/or if some rental material/EQUIPMENT has disappeared from the place of the EVENT, the CLIENT will be responsible for the replacement of this material. This is the CLIENT responsibility to check that the place of the EVENT is clean at the end of the EVENT. The SERVICE SUPPLIER can not be responsible for any CLIENT's or CLIENT subcontractors material and/or EQUIPMENT staying on the EVENT floor.

F.6.4. Labor, installation, dismantling, supervision, project management

The QUOTATION specifies a number of hours and/or days and a number of workers required by the CLIENT and estimated to execute and produce the SERVICE. If the CLIENT and/or the CLIENT's SERVICE requires more time in labor, project management, supervision, transport than estimated, caused by reasons outside of control of the SERVICE SUPPLIER, this additional time will be invoiced after the EVENT on hourly basis, and the additional transportation, travel, hotel, meals, telephone fees will be invoiced as well.

A CREDIT CARD AUTHORIZATION FORM is required for the payment of the additional hours and services ordered on site. Any waiting or additional hour due to lack of coordination with local suppliers managed by the CLIENT, lack of supervision, delay in crates, boxes and CLIENT's EQUIPMENT delivery, absence of access badges for the SERVICE SUPPLIER's employees and/or any reason out of control of the SERVICE SUPPLIER will be charged on the CLIENT bank card after the EVENT.

When specified, the QUOTATION includes only the installation and dismantling hours based on the information given by the CLIENT. It does not include any refurbishing, on site delivery and handling, CLIENT material, brochures, giveaways, samples delivery, electricity and lighting, installation and dismantle, except if specified in the QUOTATION. By accepting the AGREEMENT and the QUOTATION for installation and dismantling services, the CLIENT accepts to be charged for these additional hours and/or SERVICES.

Any date and hour of installation, dismantle and/or delivery indicated in the QUOTATION is for information only and is not contractual. The only commitment in term of dates and hours from the SERVICE SUPPLIER is that the SERVICE(S) will be delivered no later than the first day and first hour of the opening of the EVENT, and that the SERVICE(S) will be dismantled and/or removed before the last day and last hour of the EVENT dismantling period.

F.6.5. Fire Marshall Agreement and security

The SERVICE SUPPLIER is not responsible for the agreement by the Fire Marshall concerning the fire regulations of the material provided directly by the CLIENT.

The presence of the public on stands is only authorised under the conditions set out in the QUOTATION and/or in the EVENT regulations, the specifications sheets and/or documents handed over on delivery, and the SERVICE SUPPLIER disclaims all responsibility, whatever the cause, in the EVENT of failure to respect this clause by the CLIENT or any other third party.

The stands must be evacuated at any time and done so on the CLIENT's initiative alone and under its responsibility upon any requirement of the EVENT organizer, the Fire service and during the hours when the EVENT is officially not open to public, sponsors or exhibitors.

Upholding the EVENT will be under the CLIENT's responsibility and it will assume all the consequences.

F.6.6. Graphic files submission milestone

The graphics and technical information must be received by the SERVICE SUPPLIER no later than the dates indicated in the SCHEDULE. Any information received after this date may generate additional costs for the CLIENT.

F.6.7. Graphic Production Guidelines

The SERVICE SUPPLIER and its SUBCONTRACTORS utilizes the latest graphic design and production software and computer hardware. It accepts files from both MAC and PC platforms. All fonts are to be converted to curves/outlines format before submittal to avoid problems between software platforms. Files are to be submitted to Zip, CD, or DVD media or uploaded to FTP site. The FTP site is available through the SERVICE SUPPLIER's contact.

The SERVICE SUPPLIER Graphics Department will audit files upon receipt and make reasonable efforts within the schedule constraints of the project to assess the quality of the files for reproduction and will notify the CLIENT of any issues or concerns regarding the final output quality. The SERVICE SUPPLIER Graphics Department will not be responsible for the quality of printed images produced from incorrectly formatted or poorly prepared files submitted by, or on behalf of, the CLIENT. It is the CLIENT's or it's agent's responsibility to assess the suitability of files for their intended purpose. In the event that a discrepancy or quality issue is apparent after printing the CLIENT will be responsible for all costs associated with file manipulation, file repair and reprinting costs.

Color match proof prints with Pantone reference numbers should always be provided with CLIENT-supplied files to allow the SERVICE SUPPLIER Graphics Department to adjust settings and run test prints to assure final output color match. If color proofs and Pantone reference numbers are not supplied prior to file preparation and printing, the SERVICE SUPPLIER Graphics Department will not be responsible for missing or misaligned elements or output color matching.

In the event that there are discrepancies between the supplied proofs and the files submitted, the SERVICE SUPPLIER Graphics Department will make all reasonable efforts within the schedule constraints for the project to notify the CLIENT of the problems and costs associated with the reworking of the files. CLIENT approval of these costs is required prior to performing the manipulation, file repairs or reprinting.

The SERVICE SUPPLIER Graphics Department supports and recommends use of the following applications for file preparation and production:

– (Macintosh) Adobe Photoshop, Adobe Illustrator, Macromedia Freehand (EPS) and Quark Express.

– (PC) Adobe Photoshop, Adobe Illustrator, Adobe InDesign, Quark Express, Coral Draw and AutoCAD.

Adobe Acrobat files are supported, but require specific file preparation, to ensure quality results.

Please contact the SERVICE SUPPLIER Graphics Department through prior to submittal of PDF files.

File Preparation Guidelines

Digital Inkjet Prints: Files are to be prepared in CMYK color space and have a resolution of no less than 100 DPI at final reproduction size.

Digital Inkjet Banners: Files are to be in CMYK color space and have a resolution of not less than 72 DPI at final reproduction size.

Digital Photographic (Duratrans, C Prints) Files are to be prepared in RGB color space and have a resolution of not less than 150 DPI at final reproduction size.

Resizing: Resizing of low resolution files to a higher resolution in Photoshop will not improve the image quality of the printed output.

File Completeness: Files must include all placed images and fonts, if fonts and images are converted to an outline.

File Submittal: Files are to be submitted with both layered files for Photoshop and Illustrator, and as flattened files. Include all linked graphics, fonts or imported elements with the files submitted.

Image Bleed: Image area bleed is to be included and indicated on all files submitted. Include a minimum bleed of ¼" around the entire perimeter for files up to 40" to 60" and 1" for larger files.

Adhesive Vinyl & CNC Router Cutting: All files submitted for adhesive vinyl or CNC routed lettered, logos and profiled elements must be formatted as vector art (Illustrator EPS format). All fonts are to be converted to outline format at 100% reproduction size.

F.6.8. Availability of material and equipment

All materials and services are guaranteed to be as specified or equivalent. Nevertheless the SERVICE SUPPLIER can change the size, the color, the quantity or the quality of any material included in the QUOTATION if for availability, economical or other reasons, this material would not be available at the time of order or at the time of delivery and as long as the SERVICE SUPPLIER delivers equivalent materials or services for an equivalent use by the CLIENT.

F.6.9. Electricity and water

The power supply is never included in the QUOTATION and must be ordered to the EVENT organizer or the official electricity supplier. Any additional electrical needs will need to be addressed prior to the Exhibitor's Kit deadlines for advance ordering prices to avoid additional charges.

It is the CLIENT's responsibility to provide the source of electricity and the water supply, except in special cases.

The CLIENT undertakes to ensure that the SERVICE SUPPLIER has optimal access to this source. The SERVICE SUPPLIER will invoice it for any specific arrangements necessary for access to the SERVICES (in particular cabling, etc.)

When ordering source of electricity or water on behalf of the CLIENT, the SERVICE SUPPLIER will mark up the price of this SERVICE of a minimum of 5%. The CLIENT refrains from opening any electrical cabinets and any electric connections unless expressly agreed to the contrary in writing by the SERVICE SUPPLIER beforehand. The SERVICE SUPPLIER accepts no responsibility, whatever the cause, if this provision is not respected.

Additional electric connections (i.e. non-standard) will be invoiced extra.

F.6.10. Delivery and return

The delivery is considered completed when the SERVICE is fully provided and EQUIPMENT, if any, delivered at the EVENT. The CLIENT can require a bill of delivery as a proof of delivery and/or a bill of return as a proof of return. In this case, it has to inform the SERVICE SUPPLIER at least 10 days prior the first day of the EVENT, and give the name and details of its authorized representative who will be present at the EVENT to sign the bill of delivery and of return. The CLIENT's authorized representative must be present in the same time that the SERVICE SUPPLIER's representative. In absence of bill of delivery or of bill of return, only the SERVICE SUPPLIER inventory will be acceptable.

The CLIENT's authorized representative must be present when the SERVICE SUPPLIER's authorized representative is picking up the EQUIPMENT at the end of the EVENT. In absence of bill of return signed by the CLIENT, only the SERVICE SUPPLIER inventory will be accepted.

F.6.11. Transportation

See F.6.6. Sale tax and/or VAT and other taxes

When the CLIENT requires a SERVICE of transportation of its own goods or material to the SERVICE SUPPLIER, the latter is subcontracting the transportation to a professional freight forwarding/logistics company. The SERVICE SUPPLIER can not be deemed as responsible for any delay, theft, destruction or damage occurred to the CLIENT goods or material during the period of loading, transportation, unloading and drayage.

F.6.12. Storage

When the client requires the SERVICE SUPPLIER to store its EQUIPMENT, material and/or stand, between two EVENTS, the CLIENT must provide the corresponding invoice for its EQUIPMENT, material and/or stand and the customs forms proving that this EQUIPMENT, material and/or stand, has correctly and legally been introduced in the TERRITORIES. Even during the period of storage, the EQUIPMENT, material and/or stand remains the property of the CLIENT. In consequence the CLIENT has to keep this EQUIPMENT, material and/or stand insured in case of theft, damage, fire, partial or complete destruction, flood, Acts of God, Acts of War, etc.. and any risk that could happened to its EQUIPMENT, material and/or stand. The SERVICE SUPPLIER is providing a SERVICE of storage only and declines any responsibility to any damage that could happen during the period of storage.

F.6.13. Destruction

When the client does not want to keep its EQUIPMENT, material and/or stand installed, dismantled, transported or stored by the SERVICE SUPPLIER, or in case of bankruptcy of the CLIENT, the destruction charges will be automatically debited on the CLIENT's CREDIT CARD kept in file by the SERVICE SUPPLIER. This debit will happen in the seven (7) calendar days after the SERVICE SUPPLIER will have sent an invoice for destruction, without any answer from the CLIENT.

G. GENERAL TERMS AND CONDITIONS OF SALE AND RENTAL

The GENERAL TERMS OF SALE AND RENTAL can be communicated to the CLIENT by the SERVICE SUPPLIER by any way: internet uploading, e-mail, electronic files, extranet, ftp, printed form and regular mail. The SERVICE SUPPLIER makes its best efforts to make these TERMS available to the CLIENT. As a professional, the CLIENT knows that these GENERAL TERMS AND CONDITIONS exist and are available upon simple request at any time.

The CLIENT commits and accepts to DO NOT communicate these GENERAL TERMS AND CONDITIONS, and any document part of the AGREEMENT, to any third party.

Notice: These GENERAL TERMS AND CONDITIONS are mainly valid for SERVICE provided in France and European Union – except when specified or not covered by the SERVICE SUPPLIER insurance policy (list of countries available upon simple request). Nevertheless, the SERVICE SUPPLIER and the CLIENT agree that these TERMS AND CONDITIONS will be applied at their best contents and principles wherever the SERVICE is provided in the TERRITORIES.

G. 1 – ADHERING TO THESE TERMS AND CONDITIONS – DEFINITIONS

For the CLIENT, the fact of placing an order with the SERVICE SUPPLIER implies adhering in full and with no reservations to these TERMS AND CONDITIONS which apply between the parties to any SERVICE delivered in the TERRITORIES exclusively in all their commercial relations, and take the place of any other document or prior written or oral agreement, as well as the CLIENT's terms and conditions of purchase or hire, in all their terms.

CLIENT: Legal entity that has entered into an agreement with the SERVICE SUPPLIER to take advantage of the SERVICE.

SERVICE SUPPLIER: Legal entity providing the SERVICE to the CLIENT.

TERRITORIES: any place in the world where the CLIENT requires the SERVICE SUPPLIER to deliver the SERVICE(S)

QUOTATION: offer made by the SERVICE SUPPLIER to the CLIENT including a description and a charge on a case by case basis, subject to availability of the EQUIPMENT or resources on confirmation of the order.

AGREEMENT: Contract between the SERVICE SUPPLIER and the CLIENT, based on the documents including QUOTATION (S), SPECIFIC and GENERAL TERMS AND CONDITIONS OF RENTAL AND SALE, and other written information as SCHEDULE and optional SERVICE(S).

SCHEDULE: MILESTONE and dates of delivery of information and/or documents and/or electronic files provided by the CLIENT to the SERVICE SUPPLIER allowing the SERVICE SUPPLIER to produce the SERVICE according to the state of the art. Failure by the CLIENT in respecting the MILESTONE dates may affect the price, quality and delivery dates of the SERVICE produced by the SERVICE SUPPLIER.

MILESTONE: Date of delivery of information due by the CLIENT to the SERVICE SUPPLIER and specified in the SCHEDULE.

EVENT: any exhibition, conference, forum, meeting, seminar, fair, trade event, tradeshow, private event, project, mission taking place in the TERRITORIES.

THESE TERMS & CONDITIONS: comprise the SERVICE SUPPLIER's GENERAL and SPECIFIC TERMS OF SALE AND RENTAL, applicable to the SERVICES (including any related product/service) delivered or planned to be delivered by or through the SERVICE SUPPLIER.

SPECIFIC TERMS AND CONDITIONS: comprise the terms added into the QUOTATION or into the AGREEMENT in addition to these GENERAL TERMS AND CONDITIONS

SERVICE: without any exclusion, any service/products in sale or on a rental base, required by the CLIENT to contribute to the conception, design, management, organisation, production, construction, execution, marketing, communication, promotion, measures of an EVENT or a part of an EVENT. Information and Consultancy in relation to the EVENT is a part of the SERVICE and is provided as deemed appropriate from existing experience.

EQUIPMENT: Materiel used, rent or bought for the execution of the SERVICE.

SUBCONTRACTOR: Legal entity providing partially or in full the SERVICE to the SERVICE SUPPLIER.

G.2. – ORDER**G.2.1. Order placing**

Any order by the CLIENT shall be placed in writing and within the deadlines referred to in paragraph G.2.2. of these terms and conditions, either by signing an order form or by accepting a QUOTATION and the corresponding AGREEMENT. The same will apply for any request to change an order and/or additional order made within the aforementioned deadlines.

Only written confirmation of the order by the SERVICE SUPPLIER shall commit it.

G.2.2. Order lead times**G.2.2.1. General Principles**

With reservations made for any orders placed on the spot (site where the EVENT is taking place) and barring the SERVICE SUPPLIER's specific agreements, the order will not be examined when it has not been sent within the set time limits. The same will apply when the SERVICE SUPPLIER's stocks, or SUBCONTRACTOR's stock are no longer available or when the minimum amounts required by the price terms are not reached.

In the event of force majeure, and/or because of requirements due to stock availability or production, to order lead times and as a general rule to the conditions of carrying out its business, the SERVICE SUPPLIER expressly reserves the right to supply in lieu and in place of the EQUIPMENT ordered, any similar EQUIPMENT that can ensure identical use.

G.2.2.2. Applications

The detailed order must be received by the SERVICE PROVIDER 120 calendar days at the latest before the date of the 1st day of production of the EVENT

G.2.2.2. Exception

The order deadline is applied to the whole of the order even if for commercial reasons, the order deadline of the main order and /or additional orders for the same EVENT could be differently stated in the QUOTATION.

G.2.3. Order Cancellation**G.2.3.1. Principle / Application**

Any order cancellation for any reason whatsoever made inside the time limits stipulated below will entail the due payment of cancellation fees of the cost of:

– 50% of the total amount of the QUOTATION(S) and price of the SERVICES of the AGREEMENT if cancellation happens in a period of time between the date of order confirmation by CLIENT and 91 calendar days before the first official day of the installation of the EVENT.

– 75% of the total amount of the QUOTATION(S) and price of the SERVICES of the AGREEMENT if cancellation happens in a period of time between 90 days and 46 days before the first official day of the installation of the EVENT.

– 100% of the total amount of the QUOTATION(S) and price of the SERVICES of the AGREEMENT if cancellation happens in a period of time of 45 days before the first day of the installation.

If for any reason whatsoever the date of order from the CLIENT happens inside any period of time stipulated here before, the cancellation fees will apply according to the corresponding principle.

In any case, irrespective of the cancellation date of the order, the down payments already paid and the monies due at that date will remain the property of the SERVICE SUPPLIER.

G.2.3.2. Exception

In the case of a product sale, any order made by the CLIENT is firm and final.

G.2.3.3. Order Change

During the period of time between 90 calendar days and 15 days before the first day of production of the SERVICE, which is different from the first day of the installation of the EVENT, the CLIENT can change its order. In this case, the SERVICE SUPPLIER will inform the CLIENT of the change in the price, quality, deadline dates and delivery period and any other constraints that these changes could occur in the execution and production of the SERVICE. The CLIENT must accept these changes and constraints by approving and signing an additional QUOTATION and by paying the corresponding price if any, both in the timing indicated by the SERVICE SUPPLIER. The SERVICE SUPPLIER will confirm its acceptance by return if the conditions of production and/or execution are still acceptable: the CLIENT is aware that conditions of production and execution and availability of the EQUIPMENT can change from one day to another in the last 45 days before an EVENT. No credit can be asked by the CLIENT if the change required by the CLIENT reduces the initial confirmed QUOTATION.

G.2.4. Order Payment and Taxes

The CLIENT shall pay the SERVICE SUPPLIER all fees and charges as provided in the QUOTATIONS and/or invoices, as applicable.

Unless expressly stated to the contrary in the QUOTATION, CLIENT shall be responsible for paying any and all taxes (except taxes attributable to the SERVICE SUPPLIER ordinary income taxes) arising from this AGREEMENT, including without limitation all sales, use, federal excise, utility, gross receipts, state and local surcharges, VAT and similar taxes.

G.3. – PRICE – INCREASE**G.3.1. Price**

The price of SERVICES is set by QUOTATION or for information only, in the catalogues, brochures, documentations, e-mails, websites, electronic files or price terms supplied by the SERVICE SUPPLIER. The unit price of SERVICE can depend on the length, the location, the period of the year of the EVENT and the complexity of the SERVICE.

G.3.2. Price increase

Irrespective of the product or service, the CLIENT accepts that the price be put up:

- By any costs related to a reduction in the assembling/dismantling times in the contract (accepted beforehand by the SERVICE SUPPLIER);
- By any additional labour costs if assembling, dismantling, delivery/collection are carried out either after the start of the EVENT or the operation, or on a Sunday or a public holiday and/or outside working hours;

- By any additional costs borne by the SERVICE SUPPLIER if, for the products and/or SERVICES concerned, the installation site is not accessible to an articulated lorry and/or a fork-lift truck or if the information sent to it is incorrect or incomplete;
- And/or by any transport and labour costs if the distance between the place of loading and the place of delivery (installation / assembling / provision of service) is greater than the applicable fixed price or if the SERVICE SUPPLIER is not present as such at the EVENTS;
- By any costs related to any changes, after the order, in applicable regulations or exceptional measures taken by the authorities concerned (police department, fire SERVICE or others);
- By any costs related to a lack of coordination and/or lost of time, and/or missing information in the execution of the SERVICE by the SERVICE SUPPLIER due to the CLIENT' or any other legal entity' fault or responsibility if not directly managed/coordinated by the SERVICE SUPPLIER
- By any costs related to labor, drayage, electricity, transportation, general installation and/or any other SERVICES when provided by third party in the USA, CANADA, or countries where these SERVICES are under the control of third parties.

In addition, any order placed in the ☐0 working days preceding the 1st day of assembling / installation / delivery / provision of SERVICE will be increased by ☐5 % of the pre-tax price in force.
Lastly, any order placed on the spot will be increased by 50% of the pre-tax price in force.

G.4 – DELIVERY – RETURN – DISPUTES

G.4.1. Notices

All written notices that must be given under this AGREEMENT must be delivered in person or in a way that provides proof of delivery. The notice will take effect when it is received. An e-mail, posted letter or fax can be a notice as long as there is written proof that it was received.

The following reports can be drawn up upon CLIENT's request:

- Bill of delivery when making the rented EQUIPMENT available
- Bill of return for the EQUIPMENT when returned
- Acceptance report at the end of assembling the SERVICE/EQUIPMENT
- Return report before dismantling the EQUIPMENT

On this occasion the parties will be able to express reservations concerning the aforementioned reports. For want of any reservations, delivery - acceptance / collection - return will be perfect.

However, the CLIENT may notify the malfunctioning of any products (requiring starting up) within 24 hours of delivery, when the SERVICE SUPPLIER has carried out transportation.

After return, malfunctioning of these products revealed during tests made by the SERVICE SUPPLIER within 48hours (working days) will be payable by the CLIENT, and the ensuing costs are payable on receipt of the invoice.

Lastly, as from delivery, the CLIENT will not be able to claim "force majeure" or an act of God against the SERVICE SERVICE, as the SERVICE SUPPLIER is considered to have performed its contractual obligations to perfection.

G.5. – SITE /COMPLYING WITH STANDARDS

G.5.1. Site(s)

The CLIENT promises to guarantee the SERVICE SUPPLIER that the site(s) / venue(s) at which the rented / or sold EQUIPMENT is to be installed is(are) compliant:

- with the SERVICE SUPPLIER 's operating conditions,
- with the legal and statutory conditions (of safety, lighting, etc.) in force for the planned operation.

The CLIENT guarantees the SERVICE SUPPLIER that the owner or user of the site where the EVENT is taking place has expressly given its consent for the transport and assembling of the EQUIPMENT ordered and SERVICE delivery.

The CLIENT also undertakes to supply the SERVICE SUPPLIER, ☐0 working days at the latest before the date of the first day of installation, with the details of any site constraints (underground/overhead network, ground resistance, etc.) and the precautions, particularities and/or prohibitions for assembling or others that are related to this. With regard to the owner or user of the site where the EVENT is taking place, the CLIENT will deal with repairing any damage caused to the site as a result of the nature of the EQUIPMENT installed by the SERVICE SUPPLIER according to good practices and will cover the SERVICE SUPPLIER against any complaint and will bear the costs of repairing alone. Change of site will result in cancellation of the order.

G.5.2. Complying with standards

The CLIENT shall see to it that its EVENT is compliant with the current legislative and statutory provisions. It will see personally to obtaining any authorisations required for holding this EVENT, and more especially, without this list being exhaustive, for the sale or distribution of alcoholic drinks, for the late opening of the EVENT, for the unrestricted disposal of the intellectual property rights, trade names, trademarks, etc. used within the framework of the EVENT and relative to setting up and using the EQUIPMENT ordered. It undertakes to relieve and cover the

SERVICE SUPPLIER against all the prejudicial consequences that may result from failure to observe the aforementioned provisions.

The CLIENT alone will be responsible, both criminally and legally, for any possible consequences of a failure to have authorisation, without it being able to seek the SERVICE SUPPLIER's responsibility for whatever cause.

G.6. – RESPONSIBILITY – INSURANCE – DEPOSITS

As from its being made available, its delivery or acceptance, the CLIENT will be sole guardian of the rented EQUIPMENT and solely responsible for any theft, loss or damage suffered or caused by this EQUIPMENT, and this will be so until it is returned.

During this period the SERVICE SUPPLIER disclaims all responsibility concerning the documents, objects, samples, material or others present in/under/on the EQUIPMENT rented by the CLIENT.

Should it prove impossible to carry out the repair or the return of the rented EQUIPMENT, the latter shall be invoiced at its replacement value.

At the time of order, should the SERVICE SUPPLIER 's responsibility be involved, on whatever grounds and for whatever cause, all damage taken into account and in particular direct and indirect damage (comprising intangible loss), this will be strictly limited to a sum equivalent to the most to the cost or to the portion of the cost of the order judicially recognized as being non-fulfilled or defaulting, and this sum cannot be higher than the limit(s) of coverage of the SERVICE SUPPLIER 's insurance policy, limits that the SERVICE SUPPLIER will furnish on request.

G.6.1. Insurance – Civil and Damage Liability

The CLIENT states that it is covered for professional civil liability and operating, an insurance policy that should cover the responsibilities that the persons authorized by the CLIENT to use the SERVICES might incur, be extended to any damage caused by the SERVICES themselves, and will furnish its statement of cover at the SERVICE SUPPLIER's first request.

Throughout the time the EQUIPMENT are in its keeping, the CLIENT will take out, at its expense, a "COMPREHENSIVE DAMAGE" policy covering in replacement value the SERVICE SUPPLIER with an assignment of indemnities in its favour, a policy that shall also cover the SERVICE SUPPLIER 's operating losses following on from any disaster, for the period in which it would be unable to use the damaged rented goods, needed to stock up again with similar EQUIPMENT, a period conventionally limited to 12 months when a "long-term" rental is concerned, that is to say making EQUIPMENT available for more than sixty consecutive days.

Any loss, destruction or damage to the rented EQUIPMENT shall be notified in writing to the SERVICE SUPPLIER in return for an acknowledgement of receipt.

The SERVICE SUPPLIER can ask the CLIENT at any time to furnish the proof that the above obligation has been fulfilled. Failing this, the SERVICE SUPPLIER will be able to terminate the order ipso jure and without notice

G.6.2. Insurance – Limitation of Liability

G.6.2.1 The SERVICE SUPPLIER agrees to procure and maintain the following insurance, during the term of this Agreement and for one year after its completion of all work under this Agreement a comprehensive General Liability on the standard Insurance Service Office Forms and Endorsements with limits of not less € 7.500.000. by damage according to the insurance policy with AXA (contracts available upon request).

G.6.2.2 Neither party shall be liable to the other for indirect, incidental, consequential, exemplary, punitive, reliance or special damages (including, without limitation, damages for loss of business, loss of business opportunities, loss of goodwill, loss of profits, business interruption, loss of data, lost savings or other similar pecuniary loss) regardless of the form of action whether in contract, indemnity, warranty, strict liability, tort (including negligence of any kind) or any other theory of liability with respect to the SERVICES.

G.6.2.3 In no event shall the total cumulative liability of either party, its partners, principals, subcontractors, agents, suppliers, employees or directors (including in the aggregate with its affiliates) to the other party arising out of or relating to this AGREEMENT exceed the total fees paid by the CLIENT to the SERVICE SUPPLIER under the scope of the services.

G.6.2.4 Insurance contribution is compulsory and represents the contribution to the insurance policy that the SERVICE SUPPLIER must contract to insure its global and comprehensive activities as a third party for its CLIENTS.

G.6.2.5 The SERVICE SUPPLIER does not insure CLIENT's owned exhibit, material or equipment properties. It is the CLIENT's responsibility to insure properties at all times against damage, loss, fire, flood, theft, partial or total destruction, etc..., whether in storage, in transit, or at EVENT-site.

G.6.2.6 The CLIENT agrees to protect, save and hold the SERVICE SUPPLIER and all agents and employees thereof forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the CLIENT shall, at all time, protect, indemnify, save and hold harmless the Indemnities against and from any and all losses, costs, damages, liability or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the CLIENT, its agents, employees or business invitees, which arise from or out of by reason of said CLIENT's occupancy and use of the exhibition premises or any part thereof. The CLIENT shall be fully responsible to pay for any and all damages to property owned by the SERVICE SUPPLIER and its agents, which results from any act or omission of exhibitors.

The CLIENT agrees to defend, indemnify and hold harmless the SERVICE SUPPLIER, its agents, employees, subsidiaries, and affiliates from any damages or charges resulting from CLIENT's use of the property. The CLIENT's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the CLIENT, its agents, employees and business invitees which arise from our out of the CLIENT's occupancy and use of the exhibition premises or any part thereof. Any damages and/or modifications to rental property will be charged to restore to original condition.

G.6.1. Insurance – damage caused to the rented equipment included in the services

The following terms are valid only for an EVENT held in the European Union exception of Switzerland, Italy, Spain, Greece, Romania, Bulgaria, Slovenia, Czech Republic, and Slovakia. For any EVENT held in other countries, the insurance contribution covers only the contribution to the civil and professional insurance policy of the SERVICE SUPPLIER in the execution of the SERVICE.

When goods are transported, delivered, installed and collected by the SERVICE SUPPLIER, and/or when SERVICES from different ranges are managed or subcontracted by the SERVICE SUPPLIER, the order implies a contribution to the cost of the insurance organised by the latter, payment for which shall be attached to the order.

The cover applies to the CLIENT during the period the EQUIPMENT/SERVICES are made available.

Failing settlement of this contribution, the order will not be taken into account or, if it is, the CLIENT will be invoiced for the disorder, damage or missing parts at the price of repairing the goods or their replacement value if they cannot be repaired, and/or for the misuse of the SERVICES.

An additional insurance directly related to the furniture, the audio visual EQUIPMENT, the computer and/or information technology EQUIPMENT, and/or to any other goods rental can apply depending on SERVICE SUPPLIER SUBCONTRACTOR' policy (ies).

G.6.1.1 Furniture – flower decorations – stands – temporary layout – signs & graphics

For any type of EVENT with regard to FLOWER, DECORATIONS, STANDS, MEANS OF SIGNALLING AND POS ADVERTISING, the CLIENT is covered in return for its contribution to the cost of insurance as stipulated in the QUOTATION for the damage resulting from the following elements: fire, explosion, water damage, theft (provided that a complaint is lodged), with the exception of any other damage.

In the EVENT of a claim, an excess of 5 % inclusive of tax of the total amount of the order will be applied to the CLIENT, payable on receipt of the invoice.

G.6.1.2. Heating – air conditioning – electrical supply – lighting – sound system – audio visual equipment

In return for its contribution to the cost of insurance, the CLIENT is covered for the damage resulting from the following elements: fire, explosion, water damage, with the exception of any other damage. Contribution to insurance amounts to 5 % exclusive of tax of the net amount of the order to which VAT is added, with application in the EVENT of a claim of an excess of 10 % of the total amount, inclusive of tax, of the claim with a minimum of 4,500 € and a maximum of 7,500 € payable on receipt of the invoice.

G.6.4. Deposit

Whatever the type of EVENT, a deposit by cheque/credit card/cash or bank transfer can be required with the order. Failing this, the latter will not be taken into consideration.

This deposit will be returned to the CLIENT after payment in full of any monies due, and return of the EQUIPMENT in good condition at the scheduled date.

Should the CLIENT fail to return the EQUIPMENT within 48 hours of the initial deadline, or fail to make its collection possible by the SERVICE SUPPLIER, this EQUIPMENT will be considered to be lost for good and the deposit will be deducted from the replacement value or repair of the EQUIPMENT.

G.6.5. Cancellation insurance for the event

When the CLIENT is organizing his own EVENT, the CLIENT must take out cancellation insurance for the EVENT for a value at least equivalent to the total amount, inclusive of VAT, of the order and name the SERVICE SUPPLIER as insured beneficiary. It will furnish a copy of the policy at the SERVICE SUPPLIER's first request.

G.7. – VARIOUS OBLIGATIONS

G.7.1. Use

The CLIENT undertakes:

- To use the SERVICE/EQUIPMENT in accordance with its usual purpose, to do nothing nor allow anything to be done that could lead to its damage or its disappearance, to give it the normal maintenance required, to keep it and to return it in good working order and clean, and to respect the SERVICE SUPPLIER 's particular recommendations, specific advice for use, and appropriate warnings which it acknowledges having read notably in these TERMS and CONDITIONS, the specifications sheets, and/or the documents that were handed over to it on delivery;
- not to carry out any modification or repair, however small;
- to use it in covered places, away from water seepage, with a reservation made for the EQUIPMENT naturally designed to be used outdoors and on consolidated ground;

- to allow any of the SERVICE SUPPLIER 's representatives or persons authorized by the latter unrestricted access to the EQUIPMENT installed and to take any necessary steps to make their mission easier;
- to return it to the SERVICE SUPPLIER free of any object.

G.7.2. Failure to return/delay in returning

Barring specific agreements, whatever the length of rental, the CLIENT's failure to return the rented EQUIPMENT within the allotted time will entail ipso jure the payment by the CLIENT of an immobilisation indemnity by way of penalty clause corresponding to the cost of rental without prejudicing any damages that might result from this.

Furthermore, and without prior formal notice, the SERVICE SUPPLIER will be able to regain possession by means of a simple summary order given by the President of the Commercial Court or the High Court of Montreueu (F-77).

G.7.3. Ownership

The EQUIPMENT rented by the SERVICE SUPPLIER remains its property in full.

The EQUIPMENT sold by the SERVICE SUPPLIER remains its property in full until the price, in principal and interest, has been fully paid. If the CLIENT wants the purchased EQUIPMENT to be transformed, or resold, or incorporated into another good it shall pay the SERVICE SUPPLIER the balance of the cost beforehand.

However, the transfer of risks takes place when the EQUIPMENT is made available to the CLIENT or when the SERVICE SUPPLIER hands it over to the carrier. Consequently, it is up to the CLIENT or its representative to check the state of the EQUIPMENT and to carry out any recourse against it in the EVENT of damage.

The CLIENT refrains from assigning, renting, lending, moving, pledging, or letting the EQUIPMENT held be seized by one of its creditors until it is returned to the SERVICE SUPPLIER or until it has paid for it in full in the case of purchase.

The CLIENT undertakes to inform the SERVICE SUPPLIER forthwith of any incident liable to affect the ownership of the aforementioned EQUIPMENT.

G.8. – INTELLECTUAL PROPERTY AND CONFIDENTIALITY OF THE INFORMATION

The AGREEMENT and all the information, irrespective of its nature, exchanged between the parties within the framework of its conclusion or its fulfilment must be considered to be strictly confidential and cannot be disclosed to any third parties.

The parties agree to impose the same rules of secrecy and confidentiality on any person giving their assistance as part of the order.

In addition to the AGREEMENT information, the following confidential business information must not be disclosed (released) by the CLIENT to any third party: any discount or price offered by the SERVICE SUPPLIER, information given in writing and marked as "confidential", "privileged", "proprietary", "considered as trade secret", or "protected by international copyright" and any other written information, list and personal details of the SERVICE SUPPLIER employees and/or SUBCONTRACTORS, pictures, 3D and 2D pictures and plans and/or drawings information specific to the production and the execution of the SERVICE by the SERVICE SUPPLIER.

G.8.1. Promotional material – trademarks and other materials

G.8.1.1 In order to help the SERVICE SUPPLIER perform the SERVICES, the CLIENT may provide certain images, specifications, materials and information to the SUPPLIER SERVICE. The CLIENT will retain full ownership of this materials and the SERVICE SUPPLIER agrees not to take any steps that may compromise CLIENT's ownership rights. CLIENT will indemnify, defend and hold the SERVICE SUPPLIER and its officers, directors, employees, agents and independent contractors harmless from and against claims that any Materials infringe a third party's patents, copyrights, trademarks or trade secrets.

G.8.1.2 The CLIENT grants to the SERVICE SUPPLIER a limited, non-exclusive, non-transferable royalty-free license to use all the trademarks, SERVICE marks, trade names, and logos owned by or licensed to CLIENT;

- (i) solely for its use in performing the SERVICES and subject to this AGREEMENT's terms and conditions and
- (ii) to the limited extent necessary to permit the SERVICE SUPPLIER to use sketches, drawings, pictures, photographs or other depictions in its promotional and marketing efforts
- (iii) to use in the marketing and promotional material of the SERVICE SUPPLIER as references.

G.8.1.3. The CLIENT grants to the SERVICE SUPPLIER a limited, non-exclusive, non-transferable royalty-free license to use all the pictures of the EVENT, including the EVENT attendees to use in the marketing and promotional material of the SERVICE SUPPLIER as references.

G.9. – TRANSFER OF RIGHTS AND DUTIES

The SERVICE SUPPLIER may transfer its rights under any AGREEMENT. This includes its right to receive payment.

The SERVICE SUPPLIER may provide EQUIPMENT and execute SERVICE directly to CLIENT or appoint someone else to do this. However this will not change the SERVICE SUPPLIER's responsibility to the CLIENT.

G.10. – WARRANTY

In the EVENT of sale, the SERVICE SUPPLIER will replace free of charge (excluding labour/assembly dismantling/accommodation/trans-port costs) the parts acknowledged as being faulty by its technical department (as a result of a latent defect related to faulty material, manufacture or design) with the exception of any other compensation, as from its delivery and for the duration stipulated in its documentation.

The SERVICE SUPPLIER does not warrant that SERVICE and/or EQUIPMENT are/is free of errors or can run without interruption.

The SERVICE SUPPLIER rejects any other warranty or terms in accordance of local TERRITORIES law.

G.11. – FORCE MAJEURE

The liability of the SERVICE SUPPLIER can not be engaged for any non execution or delay in the execution of the SERVICE as long as this non execution and delay is caused by Acts of God, Acts of War, strikes, force majeure, security and/or police measures, act of terrorism, riots, fire, flood, EQUIPMENT destruction and/or theft, accidents (unless due to that SERVICE SUPPLIER's negligence), embargoes, blockades, or other extraordinary and unpredictable causes beyond that SERVICE SUPPLIER's control, but the SERVICE SUPPLIER must use all reasonable efforts to resume performance once such exigency is removed. CLIENT's obligation to pay the SERVICE SUPPLIER under this Agreement shall not be excused by this clause.

G.12. – NON SOLICITATION-NON HIRE

Due to the specificities and uniqueness of the SERVICE SUPPLIER 's activities, the CLIENT accepts to do not solicit nor hire directly or indirectly any working employees of the SERVICE SUPPLIER during the period of the AGREEMENT and during an additional period of two years after the termination of the AGREEMENT. If during the same period of time, any employee of the SERVICE SUPPLIER solicits the CLIENT to be directly or indirectly hired by the CLIENT, its affiliates, or by one of the CLIENT's vendors, the CLIENT accepts to inform immediately the SERVICE SUPPLIER of this situation.

During the period of the AGREEMENT and an additional period of time of two years after the end of the AGREEMENT, the CLIENT accepts to do not solicit, directly or indirectly, through its affiliates, suppliers, vendors and/or contractors, any SERVICE SUPPLIER's SUBCONTRACTOR used for the execution of this AGREEMENT, except with the written consent of the SERVICE SUPPLIER. If the CLIENT contacts directly any SERVICE SUPPLIER's SUBCONTRACTOR without the SERVICE SUPPLIER' authorization, the CLIENT agrees to pay as first and immediate penalty, without delay and upon first request, an amount of 10 000 € (ten thousands Euros) plus tax to the SERVICE SUPPLIER. The payment of this penalty does not relieve the CLIENT from his responsibility and the SERVICE SUPPLIER will estimate the damage caused by the breach of this clause by the CLIENT before starting any additional legal pursuits.

G.13. – RELATIONSHIP BETWEEN CLIENT AND SERVICE SUPPLIER

The SERVICE SUPPLIER and CLIENT are independent contractors, and nothing will be deemed to create a partnership, employment, trustees and fiduciary or agency relationship between them. The CLIENT and SERVICE SUPPLIER have no right to commit the other to any obligation, except when specified in the QUOTATION and/or EVENT booking form.

G.14. – DOCUMENTS THAT FORM THE AGREEMENT

The AGREEMENT includes the QUOTATION(S) accepted, returned and paid by the CLIENT and confirmed by the SERVICE SUPPLIER, the SPECIFIC TERMS AND CONDITIONS OF SALE AND RENTAL, the GENERAL TERMS AND CONDITIONS OF SALE AND RENTAL and the GUARANTEE BY CREDIT CARD AUTHORIZATION FORM and/or the optional SERVICES such as the EIE GLOBAL PREMIUM SERVICES and/or LONG TERM AGREEMENT.

The following are not included in the AGREEMENT between CLIENT and SERVICE SUPPLIER: spoken discussion, spoken presentations and written presentation materials, electronic information available on the SERVICE SUPPLIER website, intranet, extranet and/or collaborative platform, written proposals or counterproposals, e-mails, anything contained in the CLIENT's purchase order, if any, that is inconsistent with any part of this AGREEMENT and that places an extra obligation on the SERVICE SUPPLIER.

G.15. – TECHNOLOGY OF INFORMATION

The SERVICE SUPPLIER may use electronic system to communicate with CLIENT as e-mail, intranet, extranet, ftp sites and other new technology systems. Even if the SERVICE SUPPLIER is securing its electronic systems used to communicate with the CLIENT, its responsibility can not be engaged for any delay, theft, loss or damage to CLIENT's information.

G.16. – SPECIFIC CONDITIONS OF SALE AND RENTAL

The applicable SPECIFIC CONDITIONS of SALE AND RENTAL, including TECHNICAL SPECIFICATIONS, are appended hereinafter and/or with the QUOTATION and make up an indivisible whole with the GENERAL TERMS AND CONDITIONS OF SALE AND RENTAL and the complete AGREEMENT.

G.17 – TERMS OF PAYMENT

Unless otherwise agreed with the SERVICE SUPPLIER Sale department, payment of the full amount inclusive of tax of the order, including contribution to the cost of insurance and the deposit, shall be attached to the order and are payable by cheque, banker's card or bank transfer, all deemed without costs for SERVICE SUPPLIER meaning that fees will apply on any payment to cover the payment processing fees as stipulated in the SPECIFIC TERMS of the QUOTATION and accepted by the CLIENT.

The CLIENT will not be granted any discount for early payments.

Any delay in payment, for whatever reason, of the monies owed by the CLIENT, whatever the cause, will give rise (following formal notice given beforehand) to the payment of a penalty interest worked out at the rate of one and a half times the legal interest rate in force at the due date.

No compensation can be made without the prior written consent of the SERVICE SUPPLIER.

G.18. – WARRANTIES AND INDEMNITY

G.18.1. The SERVICE SUPPLIER warrants that it:

- (i) is in good standing under the laws of its state/country of formation and is duly qualified to do business in all necessary TERRITORIES;
- (ii) has sufficient personnel, finances, experience and expertise to meet its obligations under the AGREEMENT, and will perform the SERVICES and all associated SERVICES in a timely, professional, competent and cost-effective manner;
- (iii) will not be prevented from performing any of its obligations under the AGREEMENT because of existing legal or contractual restrictions or prohibition; and
- (iv) will perform the SERVICES in full compliance with applicable laws, codes, regulations and industry standards.

G.18.2. The SERVICE SUPPLIER expressly disclaims any warranty, representation, covenant, obligation or responsibility with respect to the suitability, quality, format or nature of any material (including without limitation, artwork) provided by CLIENT or any agent, representative or contractor of CLIENT for use by the SERVICE SUPPLIER in its performance of the SERVICES.

G.18.3 Other than as expressly set forth in the AGREEMENT, all warranties by the SERVICE SUPPLIER, whether express or implied by statute, common law or otherwise (including but not limited to, any warranty of merchantability, fitness for a particular purpose or satisfactory quality, performance with reasonable care and skill, and any warranty of accuracy of information provided) are hereby excluded to the extent permitted by law.

G.19. – AVOIDANCE CLAUSE

The SERVICE SUPPLIER's obligations will be suspended for a period of fifteen working days in the EVENT of force majeure, bad weather, unknown cause outside its control, non-compliance of the erection site/place of delivery, incomplete and/or incorrect information in the order. At the end of this period, if no change has taken place allowing the SERVICE SUPPLIER to resume obligations, the contract will be automatically cancelled, with it being clear that, in this EVENT, all the costs set out by the SERVICE SUPPLIER will be taken care of by the CLIENT and will be payable on receipt of the invoice.

Furthermore, it is agreed that, unless otherwise agreed in writing by the SERVICE SUPPLIER, the CLIENT's failure to pay at the due date could entail suspension of the current SERVICES and termination ipso jure of the order without prejudice to any damages that might result from this and will mean the EVENT of default and immediate payability of any monies still due whatever the payment method provided for, by way of penalty clause, payability of an indemnity equivalent to 15 % of any monies owed, as well as the possible legal costs.

Lastly, the SERVICE SUPPLIER can terminate its contractual relationship with the CLIENT, after formal notice given by recorded delivery letter has been fruitless for more than 8 days, and/or immediately interrupt its PROVISION OF SERVICE should the CLIENT have failed to perform one or other of its obligations without prejudicing any other rights and recourse that might result from this.

G.20. – CONFIDENTIALITY

G.20.1. In performing the SERVICES, the SERVICE SUPPLIER may have access to or gain knowledge of certain data, correspondence, records, devices, inventions, notes, reports, products, specifications, drawings, blueprints, sketches, prospective sites, materials, and trade secrets; legal, financial, accounting, statistical, business operation, personnel, sales, development and acquisition information; and other secret and proprietary information of CLIENT, its subsidiaries, affiliates and partners.

G.20.2. During the term of the AGREEMENT and for a period of one year from the date of its expiration or termination the SERVICE SUPPLIER agrees not to make copies of, distribute or disclose Confidential Information at any time, directly or indirectly, without an authorized CLIENT representative's clear and express prior written consent, and even then only as needed to perform the SERVICE SUPPLIER obligations under this Agreement. Such restrictions do not apply to Confidential Information;

(i) lawfully and independently developed or acquired by the SERVICE SUPPLIER without breach of a non-disclosure obligation;

(ii) made known to the general public through no fault of the SERVICE SUPPLIER, or

(iii) to the extent disclosure is required by law.

G.20.3. Upon this Agreement's termination and the written request of CLIENT, the SERVICE SUPPLIER will deliver all Confidential Information in its control or possession to CLIENT, and will make no use of it whatsoever at any time.

G.21. – PERSONAL DATA

In pursuance of act no. 78 – 17 of 6th January 1978 relative to data processing, data files and individual liberties, the CLIENT has right of access to the information concerning it. At its request, this can be given to it and in case of error or modification, be corrected by the SERVICE SUPPLIER. The CLIENT authorizes the SERVICE SUPPLIER to process its authorized employee's personal information in connection with promoting, selling, managing and delivering the SERVICE SUPPLIER 's SERVICE and EQUIPMENT. The CLIENT agrees to the SERVICE SUPPLIER making the personal information available for this purpose to people appointed to process. The CLIENT must tell its employees about their information being processed and get their permission in writing. If required by the CLIENT, the SERVICE SUPPLIER will give reasonable details about how the personal information is processed

G.22. – ELECTING DOMICILE – GOVERNING LAW – ASSIGNMENT OF JURISDICTION

For the performance of THESE GENERAL AND SPECIFIC TERMS AND CONDITIONS, the CLIENT and the SERVICE SUPPLIER elect domicile in their respective registered offices.

Expressly agreed between the parties (The SERVICE SUPPLIER and the CLIENT), THESE TERMS AND CONDITIONS and their consequences shall be governed exclusively by French Law, with regard to both the rules of procedure and those of content, and the parties expressly waive the application of any provisions of the VIENNA Convention dated 11th April 1980 concerning international SALE contracts for goods. No conflict of law rules of any State or other country apply. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

It is expressly agreed that only the courts of Montereau (F-77) have jurisdiction to hear any disputes relating to this AGREEMENT, as the CLIENT waives the legal expertise it could take advantage of.

Provisions to the contrary stipulated on the CLIENT's commercial documents are deemed not written.

The signature of a bill of exchange or of a promissory note does not constitute a dispensation to this clause.

In the EVENT that any provisions of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall otherwise continue in full force and effect without said provision.