

GENERAL REGULATIONS FOR EXHIBITIONS 2009

ORGANISED BY REED EXPOSITIONS FRANCE

GENERAL PROVISIONS

Article 1 - General

Specifications concerning the organisation of the Exhibition, in particular its opening and closing dates, its location, its opening hours and admission price are decided and may be modified according to the will of the organiser.

In the event of an extension, exhibitors who so request, may be authorised to close their stands on the date initially agreed, but they may not remove products on display nor change the appearance of the stand before the date fixed by the Exhibition organiser.

If for major, unpredictable or economic reasons, the Exhibition cannot be held, exhibitors' applications will be cancelled and sums available, after payment of expenses incurred, will be distributed between the exhibitors, pro rata to the sums deposited by each of them.

The exhibitor shall undertake to respect, and make respected, the measures of the Exhibitor's Handbook.

The exhibitor is responsible to the organiser for non observance of the schedule of conditions ("le cahier des charges") established by the owner or the main tenant of the site placed at the disposal of the Exhibition organiser.

The organiser is not liable for any consequences arising from the enforcement of the provisions of these general regulations.

PARTICIPATION

Article 2 - Conditions for participation

The organiser determines the categories of exhibitors and establishes the list of products and/or services exhibited.

An exhibitor may present only equipment, products, processes or services manufactured or designed by himself, or for which he is an agent or distributor; in the latter case, he must attach to his application, the list of brands whose products he intends to exhibit or whose services he intends to present.

After consideration, the organiser may exclude products and/or services which do not appear to him to correspond to the aim of the Exhibition, or allow the presentation of products and/or services which do not appear on the list but which may be of benefit to the Exhibition.

Sales comprising immediate on-site delivery to the buyer are prohibited.

In pursuance of the regulation concerning authorised exhibitions, any exhibitor agrees to exhibit only products or equipment in conformity with French regulations, except for products or equipment destined for use exclusively outside French territory. Moreover, any exhibitor agrees not to proceed with any advertising liable to induce into error or to constitute unfair competition.

The products and services presented by the exhibitors must comply with law and order and the laws in effect. For this reason, it is strictly forbidden to exhibit products illicit or proceeding from illicit activities. It is also forbidden for unauthorized persons, under the law, to propose services and products which do not comply with the relevant regulated activities by the law.

Any violation of these provisions may result in legal proceedings against the offending exhibitor, without measure which could take the organiser to cease the disorder.

Article 3 - Applications

Any person wishing to exhibit must present an application of participation to the organiser. Unless the organiser does not accept the application, the submission thereof shall be a binding and irrevocable

undertaking to pay the full price of the stand hire and associated costs.

Article 4 - Control of admissions

The organiser is not obliged to justify his decisions concerning applications.

In the event that participation is refused, any sums paid by the party having presented an application of participation will be repaid, after deduction of administrative expenses incurred by the organiser and which remain due to him. The same provision applies to a party having presented an application of participation placed on the waiting list, to whom a stand cannot be allocated for lack of available space when the Exhibition opens.

Acceptance of the application is confirmed by the reply from the organiser to the exhibitor. This reply may be in the form of an invoice addressed to the exhibitor.

Despite initial acceptance by the organiser and even after allocation of a stand, an application of participation from an exhibitor whose affairs are, for whatever reason, administered by, or with the assistance of a trustee in bankruptcy, is null and void. This applies particularly to any application by a company filing a petition in bankruptcy between the date of the application and the Exhibition opening date.

However, where a company is authorised by a court to continue its operations, the organiser may, of his will, decide to maintain the application.

Article 5 - Assignment / Sub-letting

Without the organiser's prior consent in writing, an exhibitor shall not transfer, sub-let or share, with or without payment, all or part of his concession within the Exhibition.

Nevertheless, several exhibitors may be granted joint authorisation to make a group presentation, providing each of them should submit a prior request for the approval to the organiser and sign a application for joint-participation.

Article 6 - Withdrawal

In the event of withdrawal or non-occupation of the stand for whatever reason any sums paid and/or due in whole or in part towards the hire of the stand, shall retained by the organiser, even if the stand is let again to another exhibitor.

An exhibitor shall be deemed to have withdrawn if, for any reason whatsoever he should fail to take possession of his stand 24 hours before the day on which the Exhibition is due to open. The organiser may therefore dispose of the defaulting exhibitor's stand and the latter shall have no right to claim a refund or compensation, even if the stand is allocated to another exhibitor.

FINANCIAL CONDITIONS

Article 7 - Price

The price of stands is decided by the organiser and may be revised by the organiser if there is a modification to its components, including but not limited to variations in the cost of materials, labour, transportation and services as well as tax and social charges.

Article 8 - Payment conditions

Payment for hire of the stand and other associated costs is to be made by the settlement dates and by methods fixed by the organiser and notified to the exhibitor in the Exhibition information package.

For any late application of participation, the first payment is equal to amounts already due at the date of receipt of the application.

The same provision applies to exhibitors on the waiting list who are allocated a stand which becomes vacant.

Article 9 - Failure to pay

If an exhibitor should fail to pay on due dates and by the specifications stipulated in the preceding article, the organiser shall be entitled to apply the conditions contained in article 6 "Withdrawal"

Moreover, any late payment shall also entail the application of interest at the Eonia rate increased by five (5) points. This interest shall be due as of right, and shall be calculated against the aforementioned sum from the date upon which the payment should have been made until the effective date of payment. Debt-collection costs shall be payable by the debtor.

STANDS

Article 10 - Allocation of stands

The organiser establishes the layout of the Exhibition and allocates sites at his free will, taking into account as far as possible, the wishes expressed by the exhibitor, the nature of the products and/or services which he is presenting, the layout of the stand he proposes to install as well as, if necessary, the date on which the application was registered and the exhibitor's seniority in applying to the Exhibition.

The organiser may modify the size and layout of the area requested by the exhibitor. Such modification shall not entitle the exhibitor to unilaterally terminate his engagement to participate.

An exhibitor is notified of the location of the stand allocated to him by means of a layout. This layout gives the characteristics of the stand as precisely as possible. Where possible, it is the exhibitor's responsibility to verify the conformity of the layout before setting up his stand.

The organiser is not liable for any difference between the characteristics given on the layout and the actual measurements of the stand.

The layout shows the general layout of the other stands surrounding the site allocated.

These indications, valid on the date the layout is drawn up, are given for information only and are liable to modifications which may not be able to be communicated to the exhibitor.

Any claim concerning the location set out in the layout must be presented within one week. After this time limit, the location proposed shall be deemed accepted by the exhibitor.

Under no circumstances can the organiser reserve a specific location, nor book such a location for the next Exhibition. Furthermore, participation in previous Exhibitions shall not confer any right to a particular location nor confer any priority in the allocations.

Article 11 - Installation and decoration of stands

Stand installation is in accordance with the plans draw up by the organiser. Subject to the organiser prior consent in writing, exhibitors may build split-level stands provided the conditions set out in Exhibitor's Handbook are complied with. Regulations concerning the construction of such stands are available from the organiser on request.

Exhibitors are responsible for the specific decoration of their own stands. They shall comply with safety regulations issued by the public authorities and adhere to the general layout for decoration and signage drawn up by the organiser.

The organiser decides the specifications of how visual information is displayed and the conditions governing the use of all sound, light or audio-visual techniques, as well as the conditions under which all shows, attractions promotional activities, surveys or opinion polls may be carried out within the confines of the Exhibition.

In the same way, the organiser decides on the

conditions in which photography or sound recording is authorised within the confines of the Exhibition.

The organiser reserves the right to require that any fitting detrimental to the general appearance of the Exhibition, to neighbouring exhibitors or the public, or which does not conform to the layout and model submitted for his prior approval, shall be removed or modified. The organiser may withdraw an authorisation already given in the event of hindrance caused to neighbouring exhibitors, to circulation or to the running of the Exhibition.

Article 12 - Deinstallation

The organiser declines all responsibility for structures or installations built by exhibitors.

Exhibitors shall accept and leave the sites as delivered, and shall be liable for any damage, in particular to venue halls and venue equipment, caused by themselves or by their installations, equipment or goods.

TIME LIMIT FOR STAND ERECTION AND REMOVAL

Article 13 - Assembly and dismantling

The organiser determines the programme for erection and installation of the stands prior to the opening of the Exhibition. He also fixes dates and times for dismantling the stands, and removing equipment, materials and products as well as deinstallation of the site at the end of the Exhibition.

With regard in particular to the dismantling and removal of stands and deinstallation of the site, the organiser may complete tasks which have not been carried out by the exhibitor within the deadlines, for which the exhibitor accepts all costs and risks.

If an exhibitor should fail to vacate the site in due time, the organiser shall be entitled to penalties and damages.

Article 14 - Specific authorisations

Any installation of machines, equipment or structures which cannot be carried out without using space allocated to another exhibitor may only be done with the authorisation of the organiser and on the date fixed by him.

Article 15 - Goods

Each exhibitor provides for transport and reception of goods sent to him. He must act in accordance with the organiser's instructions concerning the delivery and dispatch of goods, particularly with regard to vehicle circulation within the confines of the Exhibition.

Under no circumstances shall products and materials brought to the Exhibition, leave the Exhibition until it has ended.

CLEANING

Article 16 - Cleaning

Each stand is cleaned in accordance with the conditions and at times notified by the organiser to the exhibitor.

INSURANCE

Article 17 - Organiser's public liability insurance

The organiser subscribes to an insurance policy covering the financial consequences of his public liability in his role as organiser.

Exhibitors may ask the organizer to provide them with an insurance attestation specifying the nature of the risks covered, the limits of the cover and the period of cover.

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Article 18 - Exhibitor's Insurance

Exhibitors are required to carry insurance, via the organiser against the financial consequences of their public liability as exhibitors and against the financial consequences of any losses they incur. The principal characteristics of the cover provided by this insurance are those described in paragraphs A and B below.

Exhibitors may ask the organiser for the right to examine a copy of the policy which alone is proof of the risks covered and the conditions governing it.

The premium payable for this insurance is given in the Exhibition Information Package.

A - Comprehensive risk insurance for stands and items exhibited:

This coverage casual loss or damage to goods belonging to an exhibitor or of which he has charge. The coverage shall take effect from the moment said items are deposited at the stand of the exhibitor. The coverage shall take termination from the moment said items leave the stand at the end of the exhibition.

The following are covered:

- items exhibited, display equipment, furniture and all other goods intended for inclusion on the exhibition stand;

- property hired or lent, including the stand or the exhibition module supplied by the exhibition organisers.

The coverage does not include, in particular, cash, cheques and all other means of payment.

Ceiling for coverage : Euros 15,000

The exhibitor may, on application to the organiser, subscribe to an additional optional insurance (cf. terms within the Exhibitor's Manual).

B - Exhibitor's public liability insurance

This covers the exhibitor against the financial consequences of his public liability. The coverage operates in addition to any other public liability insurance policy.

The different ceilings for coverage of the guarantee are included in the Exhibitor's Manual.

Article 19 - Exemption clauses and exclusions

A - For the coverage stated in paragraph A of article 18, the exemption per claim is Euros 400 per exhibitor (theft only).

B - For the coverage stated in paragraph B of article 18, the exemption per claim in the event of material damage to third parties is Euros 330 (Euros 330 in case of inexcusable fault and Euros 551 in case of pollution and harm to the environment).

C - The main exclusions from coverage are (no exhaustive list) :

(a) War, civil war, Foreign enemy invasion, revolution, confiscation of property, nationalisation, orders given by any government or any public or local authority, radioactive contamination, supersonic bang.

(b) Loss or damage to goods in the open air, caused by theft or bad weather.

(c) Financial loss, including loss of money and indirect loss.

(d) Variation in temperature deliberately caused by a supplier.

(e) Electrical or mechanical break down or malfunction.

(f) Staff injury.

(g) Motorised vehicles and mechanical equipment, except the case in which motorised vehicles and mechanical equipment are used as tool for demon-

stration in the stand ; Damages to motorised vehicles and mechanical equipment, except the case in which the vehicle is exhibited.

(h) Theft of property or goods on the site of the Exhibition, where this property or these goods have been left without supervision and the theft has taken place at a time when the site is open for occupation or use by the exhibitors, as defined or stated by the organisers of the Exhibition.

(i) Inventory deficiency.

(j) Personal effects and objects, jewelry and master pieces, phototaking devices, radios, electronic pocket calculators and all other objects which belong to natural persons directly or indirectly participating in an event.

(k) Telephones plugged into or connected to the telecommunication network.

(l) removable software programs and packages.

(m) Plasma screens (the exhibitor has the possibility, asking for the organiser, to subscribe a complementary guarantee covering the plasma screens).

(n) Theft of audio-visual equipment used for advertising purposes (such as VCR's, laptop computer, cameras, camcorders) when these goods, during closing hours, are not stored in a specific piece of furniture and/or a room equipped with a safety lock.

The aforementioned list mentions only the main exceptions and constitutes only an abstract of the General and Special Terms of the insurance policy which shall alone take precedence in the settlement of any claims.

In pursuance of commitments vis a vis venue managing company, the exhibitor abandons rights of recourse against this company due to any corporal, material and/or immaterial, direct or non direct, fire, explosion or water damage or "business loss". Furthermore, the exhibitor abandons rights of recourse against the organiser or any other exhibitor, or any company acting in their name, due to any corporal, material and/or immaterial, direct or non direct, fire, explosion or water damage or "business loss".

Article 20 - Operation of the coverage

Any claim must be notified in writing to the organiser.

Failing which the insured party loses his right to claim from the insurer, all claims must be moreover notified to the insurance company, on the standard forms which are available to the exhibitor, within twenty-four hours in the case of a theft or within five days in the other cases, stating the circumstances of the claim and the approximate total sum of the loss.

All thefts must be notified by the exhibitor to the police department having territorial jurisdiction over the exhibition premises. The statement to the police must be attached to the claim.

To obtain payment in compensation, the exhibitor must produce detailed inventories indicating the values of the equipment exhibited and the stand equipment (fittings, decoration, lighting, etc.).

SERVICES

Article 21 - Fluids

Connections to electricity, telephone, water and compressed air mains are charged as stated in Exhibitor's handbook to exhibitors who must request connection within the time limits specified and within the technical possibilities offered by the exhibition site.

Any request concerning these services must be addressed to the distributor designated on the appropriate forms made available to exhibitors.

Article 22 - Customs

It is the responsibility of each exhibitor to complete customs formalities for equipment and products arriving from abroad. The organiser cannot be held responsible for any difficulties arising during these formalities.

Article 23 - Intellectual property rights

The exhibitor ensures the Organiser that he had obtained all Intellectual Property Rights held in equipment or products/ creation/ trade mark which he exhibits or permission for this exhibition. The organiser will accept no responsibility in this regard. The exhibitor allowed the Organiser as a favour to reproduce and utilise equipment or products/ creation/ trade mark which he exhibits, in all the communication tools of the trade show (Internet web site show's official catalogue, invitations, plan, promotional video, newsletter, etc.) and all tools used to promote the exhibition (picture taken on the exhibition destined to be published in a newspaper or on Internet, TV program dealing with or shoot on the exhibition...)

The exhibitor ensures the Organiser that he had obtained permission for the uses above mentioned. The organiser will accept no responsibility in this regard.

Article 24 - Society of collective management

In the absence of an agreement between collection and allocation's societies of Rights (SACEM...) and the organiser, the exhibitor must deal directly with these societies or any other competent organisation if he uses music in any way whatsoever within the confines of the Exhibition, as the organiser declines all responsibility in this regard. The organiser can verify all these agreements.

CATALOGUES

Article 25 - Catalogues

The organiser reserves the exclusive right to publish and sell the catalogue of exhibitors, together with the advertising which appears in the catalogue. He may subcontract all or part of this right.

The information necessary for the writing of the catalogue is furnished by the Exhibitors who are responsible for all information they supply for entry in the catalogue. The organiser cannot be held responsible for any omissions or errors in reproduction or composition or any other mistakes which may occur. The organiser reserves the right to modify, remove or group entries wherever he judges this to be useful as well as to refuse an entry to or modify texts for paid advertisements if they may cause harm to other exhibitors.

ADMISSION PASSES

Article 26 - "Exhibitors passes"

"Exhibitors passes" giving right of entry to the Exhibition subject to the conditions fixed by the organiser are issued to exhibitors.

Unused "exhibitors passes" may be neither returned nor reimbursed after the organiser has issued them against payment.

Article 27 - Invitation cards

Invitation cards intended for visitors whom the exhibitors wish to invite are issued to exhibitors subject to the conditions fixed by the organiser.

Cards which remain unused may be neither returned nor reimbursed after the organiser has issued them against payment.

Only passes, invitation cards and entrance tickets issued by the organiser give right of entry to the Exhibition.

SAFETY

Article 28 - Safety

The exhibitor shall undertake to respect all safety measures imposed by administrative or legal authorities, as well as any safety measures which may be taken by the organiser. The organiser reserves the right to verify that these measures are respected. Surveillance is carried out under the control of the organiser; his decisions concerning the application of safety regulations are implemented immediately.

APPLICATION OF THE REGULATIONS DISPUTES

Article 29 - Application of the regulations

Any violation of the provisions of the present regulations or internal regulations issued by the organiser may result in the exclusion of the offending exhibitor even without prior warning. This applies, specifically, to non conformity of stand fittings, failure to comply with safety regulations, failure to occupy the stand, display of products which do not conform to those stated in the initial application, sale of goods with immediate on-site delivery to the purchaser.

An indemnity is then due from the exhibitor as damages and as reparation for moral or material harm suffered by the Exhibition. This indemnity is at least equal to the sum still due by the exhibitor to the organiser, without prejudice to any additional damages which may be demanded. The organiser requires, in this respect, the right to retain exhibited products and furniture or articles of display belonging to the exhibitor.

Article 30 - Modification of the regulations

The organiser reserves the right to give a ruling on all cases not provided for within the present regulations and to add new provisions whenever he believes this to be necessary.

Article 31 - Disputes

In the event of a dispute, the exhibitor undertakes to submit his claim to the organiser before taking any other action. The exhibitor formally agrees that any legal action undertaken in less than fifteen days from the date of this submission is declared inadmissible.

In the event of dispute, the courts seated in the area which includes the organiser's registered address alone are competent and the French version of this text will be referred to.