GENERAL TERMS AND CONDITIONS PARTICIPATION ANGERS EXHIBITION CENTER

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Angers Loire Tourisme Expo Congrès (ALTEC), a Société Anonyme Publique Locale with 1,500.000 € of shares, whose head office is located at 7, Place Kennedy - BP 15157 - 49051 Angers Cedex 02, registered in the Angers Trade and Companies Register under number 830 955 068 (hereinafter referred to as the "Organizer" or "Destination Angers") is responsible for hosting, designing, creating, organizing and running congresses, trade shows, events and other activities at the Exhibition Center of Angers.

Any application to participate in one of these events (hereinafter the "Exhibition" or the "Show") implies acceptance by the exhibitor (hereinafter the "Exhibitor(s)") of these General Terms and Conditions of Participation (hereinafter the "General Conditions of Participation") and the associated documentation, namely:

- *the Internal Regulations of the Exhibition Center of Angers;*
- *the Health and Safety Regulations of the Exhibition Center of Angers.*

It is specified that any request for participation from a partner o Destination Angers physically present at the Show also implies acceptance of these General Conditions of Participation as well as the Exhibition Center's Security Regulations and Internal Regulations.

The General Conditions of Participation take precedence over any other general or special conditions not expressly accepted by the Organizer.

They are written in French in their original version, which alone is authentic and prevails over any other version.

The Organizer reserves the right to modify the General Conditions of Participation at any time, in whole or in part.

The conditions applicable are those in force on the date of the Exhibitor's application to take part in the Show when registering on the Show's website (or on paper).

1. ORGANIZATION OF THE SHOW BY DESTINATION ANGERS

The Organizer is free to determine the organization of the Show (location, duration, opening and closing times, prices of exhibition space, services, admission fees, closing date for registrations, etc.).

To this end, it establishes the nomenclature of products and services presented and determines the categories of persons and companies admitted to exhibit and/or visit the Show.

Please note that the Organizer may organize the Show in conjunction with a partner, which the Exhibitor hereby acknowledges and accepts.

2. APPLICATION - ADMISSION - REFUSAL - REVIEW

2.1 Application form

All requests to participate in the Show must be made using the form made available to the Exhibitor on the website dedicated to the Show (hereinafter the "Website").

Notwithstanding the above, it is specified that certain admissions (particularly for Restaurant Exhibitors) may be made in paper format.

In this case, the Exhibitor undertakes to complete and sign the dedicated paper registration form.

Each application for participation implies acceptance by the Exhibitor of all the contractual documentation referred to in the preamble, as well as payment of:

- Registration fees freely set by the Organizer;
- A first payment corresponding to thirty percent (30%) of the price of the services requested by the Exhibitor when applying for participation.

Each application for participation also requires the Exhibitor to provide a KBIS extract from his company and, if applicable, a copy of a business card.

2.2 Examination of the application

Each request for participation is subject to prior examination by the Organizer, who will assess the request in the light of available space.

The latter assesses and verifies, in particular, the Exhibitor's solvency, the compatibility of its activity with the nomenclature of the Show, the suitability of its products and services with the positioning of the Show and the morality of the message that the Exhibitor may deliver at the Show.
The Organizer reserves the right to refuse any application formulated by a candidate who still owes a debt to the Organizer and/or is in dispute with it.

The Organizer also reserves the right to refuse any application for participation that does not meet the conditions required by the Organizer, in particular compliance with the Exhibition Centre's Internal and Safety/Hygiene Regulations, as well as suitability for the Exhibition's nomenclature.

The Organizer's decision to accept or refuse the application for participation is notified to the Exhibitor by e-mail.
In the event of refusal, the Organizer undertakes, where applicable, to reimburse the Exhibitor the amount corresponding to the first payment already made, as provided for in article 4.2, as well as the registration fees defined in article 4.1 below.
It is expressly specified that the rejection of a request for participation is a discretionary decision of the Organizer and cannot give rise to damages.

The Organizer also reserves the right not to process applications received after the registration deadline set by the Organizer. After this date, the Organizer cannot guarantee the availability of the proposed stand layouts.

Finally, it is specified that the Exhibitor's admission to the Show in no way obliges the Organizer to admit the Exhibitor to future sessions of the Show or to any other event organized by Destination Angers, nor confers on the Exhibitor any right of reservation or priority in this respect.

2.3. Confirmation of application registration

Once the application has been validated, the Organizer will send the Exhibitor an e-mail confirming that the application has been registered. However, this confirmation does not constitute final acceptance of the Exhibitor's participation in the Show.

2.4. Re-examination of the request for participation

The Exhibitor undertakes to inform the Organizer of any element or event occurring or revealed since his application for participation, such as to justify a re-examination of his application for participation.
The Organizer reserves the right to request, at any time, any additional information in relation to the above and, if necessary, to reverse its admission decision based on erroneous, inaccurate or no longer accurate information.
The first payment made by the Exhibitor as stipulated in article 4.2 below, as well as the registration fees defined in article 4.1, will then remain the property of the Organizer.

2.5 Acceptance of participation request

Only payment of the full registration fee and deposit, **together with receipt of the allocation of your definitive site** by e-mail, will constitute final validation of your registration.

If no space or stand can be allocated to the Exhibitor, the sums already paid will be reimbursed by Destination Angers.

3. SERVICE PRICE

All prices indicated on documents issued by the Organizer and on the Website are quoted in Euros on a tax-exclusive basis. In accordance with the legal and regulatory provisions applicable to services, prices will be increased by value-added tax at the rate in force in France. Foreign exhibitors may claim a refund of VAT in accordance with the conditions laid down by the French tax authorities (Direction Générale des Finances Publiques). A page is dedicated to these operations: https://www.impots.gouv.fr/portail/international-professionnel/remboursement-de-tva.
It should be noted, however, that the reimbursement terms applicable to European Union companies are different from those applicable to foreign companies outside the European Union.
In accordance with article L.441-1 of the French Commercial Code, the exhibition prices are available on request.

The Organizer reserves the right to apply a rate adapted to the specific nature of the Exhibitor's activity or status.

4. PAYMENT TERMS

4.1. Registration fees

All applications for participation require payment by the Exhibitor of a registration fee set by the Organizer, covering the cost of administrative management of the opening of a file.

Payment of these registration fees is made, at the same time as the first payment provided for in article 4.2 below, by cheque or bank transfer on the Website when the Exhibitor confirms his application for participation.

In the case of payment by cheque, this must be sent to the Organizer within a maximum of ten (10) days following the date of the registration request.

4.2. Payment for services

Payment of the price of the services provided by the Organizer is made according to the following schedule:

- an initial payment, by bank transfer on the Website or by cheque, of thirty percent (30%) of the price of the services when the Exhibitor confirms his application for participation on the Website. In the case of payment by cheque, this must be sent to the Organizer within ten (10) days of the date of the application form;

- the balance by bank transfer or cheque payable to ANGERS LOIRE TOURISME EXPO CONGRES, no later than forty (40) days before the opening date of the Show.

No discount is granted for early payment.

4.3. Registration and late ordering

All requests for participation made less than forty (40) days before the opening of the Show must be paid in full by the Exhibitor no later than eight (8) days after the date on which the invoice is sent to the Exhibitor.
This period is reduced to two (2) days if the registration is made less than eight (8) days before the opening of the Show, and in any event payment must reach the Organizer no later than two (2) working days before the opening of the Show.
All orders for stand furnishings placed after the Exhibitor has registered are payable in full when the order is placed.

4.4. Execution of payments

Payments are made in euros by bank transfer to the account of SA ANGERS LOIRE TOURISME EXPO CONGRES
or by cheque made out to ANGERS LOIRE TOURISME EXPO CONGRES - " NOM DU SALON ", addressed to Destination Angers,
Parc des expositions - « NOM DU SALON »,
3520 Route de Paris
49480 Saint Sylvain d'Anjou - Verrières en Anjou- France

For each payment made by bank transfer, the Exhibitor undertakes to specify his customer code, his company name or name and the name of the Show in the title of the transfer.

4.5. Late or non-payment

Any default in payment, whatever the cause, shall automatically, without prior notice and without prejudice to any damages, result in the payment of interest on arrears, plus VAT where applicable, calculated from the day following the due date. The interest rate applied will be equal to three times the legal interest rate applied in France, from the day following the due date until the date of full payment.
In the event of late payment of an invoice, the Exhibitor will also be automatically liable to the Organizer for a fixed indemnity for collection costs of forty (40) euros, without prejudice to any additional indemnity.

4.6. Billing terms

The invoice for the registration fee and the first payment of the price of services as stipulated in article 4.2 above will be sent by the Organizer upon receipt of actual payment by the Exhibitor.
The invoice for the balance of the price of the services will be sent by the Organizer to the Exhibitor after validation of his registration and final allocation of his site.

5. SITE ALLOCATION

5.1. Allocation of sites by the Organizer

The Organizer is the sole judge of the general layout of the Show and of the location of stands on the site hosting the Show. The Organizer draws up the layout of the Show and is free to allocate the stands as he sees fit. However, it endeavors to take into account the wishes expressed by the Exhibitor, the nature of the products and services presented, and the layout of the exhibition space proposed. If necessary, Destination Angers may take into account the date of registration of the application for participation.

The Organizer specifies that the Exhibitor's participation in previous shows or events that it has organized does not create any right to a specific location in its favor.

5.2. Space or stand layout proposal

The stand and space layout plans communicated by the Organizer specify the location and nature of the events organized during the Show. The Exhibitor is informed by the Organizer of the advantages and possible disadvantages associated with the proximity of his space to the event.
Between the registration of the application for participation and at the latest at the close of the marketing of the Exhibition, subject to availability, the Organizer sends each Exhibitor, by e-mail, the layout plan of his space.
The Exhibitor then has a period of seven (7) days from receipt of this e-mail to submit any dispute relating to the space or stand allocated.

In the absence of a dispute within this time limit, the Exhibitor is presumed to have accepted the site allocated.
In the event of a dispute within this time limit, the Organizer will, if possible, propose a new location.

The Exhibitor then has a further seven (7) days in which to contest the new proposed site. In the absence of any objection within this period, the Exhibitor is presumed to have accepted the site allocated.

In the event of a dispute within this time limit, the Organizer will, if possible, propose a final location for the space or stand.
Should the Exhibitor fail to accept the latter proposal, the Organizer reserves the right to cancel the Exhibitor's participation, it being specified that such cancellation will not give rise to any reimbursement of sums already paid by the Exhibitor.

5.3. Modification of surfaces by the Organizer

Given the constraints imposed by the placement of all Exhibitors, and the contingencies of the Show's organization, the Organizer retains the possibility of modifying the size of the surface areas requested by the Exhibitor, in consideration of objective elements. If it is necessary to modify the surface areas requested by the Exhibitor, it will do so within a limit of twenty percent (20%) and will update the corresponding invoice accordingly. If the surface modification exceeds twenty percent (20%), the Organizer must seek the Exhibitor's agreement. Any changes made by the Organizer shall not entitle the Exhibitor to unilaterally terminate his participation.

6. OCCUPANCY - USE OF STANDS AND EXHIBITION AREAS

6.1. Stand assembly and dismantling

The Exhibitor undertakes to comply with all information relating to the assembly, installation, fitting-out, receipt of packages and goods, removal and dismantling of stands contained in the Exhibitor's Guide and in the Exhibition Centre's Internal, Health and Safety Regulations.

He complies with instructions relating to the regulation of the entry and exit of goods, and the circulation of vehicles within the enclosure of the site operated. He respects the deadline set for all assembly/disassembly activities mentioned therein.

The Exhibitor is responsible for the compliance with these obligations by its representatives and employees, as well as by any service provider acting at its request within the framework of the Show.

6.2. Use of exhibition space - Compliance with legal and regulatory provisions

The Exhibitor undertakes to:

- Occupy your stand within the time limits specified in the Exhibitor's Guide
- operate its exhibition space in accordance with the rules set out in the Exhibition Centre's Internal and Safety/Hygiene Regulations.

6.3. Disposal - Sub-leasing - Indirect exposure

The Exhibitor is prohibited from transferring or subletting all or part of the site allocated by the Organizer.
The Exhibitor may not advertise, in any form whatsoever, for non-exhibiting companies, without the prior written consent of the Organizer.

6.4. Participation in a collective exhibition space

Several Exhibitors may be authorized to make a joint presentation provided that each of these Exhibitors has obtained the prior approval of the Organizer, and that the co-exhibitor has subscribed to a co-exhibition application when registering online on the Website, and has undertaken to pay the registration fees.

6.5. Exhibitor's default

Subject to the provisions of article 15.2 below, an Exhibitor who does not occupy his space on the opening day of the Show, or on the installation deadline set by the Organizer, is deemed to have waived his right to exhibit. The Organizer may then freely dispose of the exhibition space allocated to it, without the defaulting Exhibitor being able to claim any reimbursement or compensation. The Organizer will remove all visuals relating to the products or services of the defaulting Exhibitor.

Any sums paid or remaining due in respect of the service shall be forfeited to the Organizer, which shall continue to make payment, after deduction of any sums it may receive if it succeeds in allocating the exhibition space to another exhibitor

6.6. Damage

Unless otherwise specified, the site, stand and equipment made available to the Exhibitor by the Organizer are deemed to be in good condition. The site provided must be returned to the Organizer clean and free of waste. Stands and equipment provided must be returned to the Organizer in good condition. The Exhibitor will be invoiced for any damage caused to the surface area occupied, to the stand, to the equipment supplied or to the infrastructure of the site used, which is noted on return of the stand.

7. STAND OPERATION

7.1. Presence of the Exhibitor and maintenance of the offer presented on the exhibition space until the end of the Show.

The exhibition space must be occupied by the Exhibitor or his representative at all times during the opening hours defined by the Organizer. Non-compliance with this provision will be the subject of a written statement by the Organizer, which will entitle the Organizer to refuse the Exhibitor's participation in future sessions.

Exhibitors must not vacate their space and must not remove any items before the end of the Show, even if the Show is extended.

7.2. Quality of the public offering

Bulk packaging, covers used during closing hours, items not used for display purposes, and staff checkrooms must be kept out of sight of visitors.

Conversely, exhibits may not be left covered during the Show's opening hours. The Organizer reserves the right to remove any covering without being held responsible in any way for any damage or loss that may result.

7.3. Accepted products, brands and services

The Exhibitor may only present on his stand the products, brands and services admitted as listed in his application form on the Website.
The Exhibitor further declares and guarantees that he is the owner of the intellectual property rights relating to the products or services presented on his stand, or that he has been authorized by the owner of these rights to present these products, brands or services on his stand.
The Exhibitor certifies that the products or services presented comply with the safety standards imposed by the regulations in force and assumes full responsibility for any defects in said products or services, without the Organizer being held liable.

7.4. Visibility of the Exhibitor

The Exhibitor is solely responsible for the content of the information supplied by him and intended to be placed online on the Website, concerning in particular products and/or services, characteristics, performance, prices, etc. The Exhibitor is also responsible for the content of the information supplied by him and intended to be placed online on the Website, concerning in particular products and/or services, characteristics, performance, prices, etc.

The Exhibitor guarantees the Organizer that the said information is lawful, in particular that the designation, offer, presentation, instructions for use, description of the scope and conditions of guarantee of a good, product or service presented online comply with the legislation in force, and more generally that the law on advertising and consumer protection is complied with.

Texts, logos, illustrations, photographs and visuals, products and brands are distributed under the sole responsibility of the Exhibitor, who alone bears any reproduction rights.

The Exhibitor guarantees the Organizer against any amicable or legal recourse on the part of a third party.

7.5. Price display

Product prices must be displayed in the French language and inclusive of all taxes, in accordance with current French legislation, and must appear clearly to ensure that the public is properly informed. Any announcement of a price reduction (discount, rebate or rebate) made by means of labelling, marking or display must comply with the legal and regulatory conditions in force relating to price advertising to the consumer, and may only be made in the form of posters placed inside the stands. The maximum format for these posters is 30 cm x 20 cm.

7.6. Demonstrations and events

Demonstrations and events must not in any way interfere with neighboring exhibitors, traffic or, in general, the smooth running of the Show.

Failure to do so may result in the Exhibitor's participation in the Show being terminated, without payment of any compensation by the Organizer.

7.7. Regulations

The Exhibitor undertakes, when operating his exhibition space, to comply with the regulations applicable to his activity and set out in the Exhibition Centre's Internal and Safety/Hygiene Regulations.

7.8. Conditions for the sale, presentation and tasting of food products

The Exhibitor is required to comply with current legislation on the labelling of foodstuffs (whether prepackaged or not). Labeling includes the inscription, under the responsibility of the packer, of a date until which the foodstuff retains its specific properties under appropriate conditions. The best-before date must be clearly indicated on products and foodstuffs that are microbiologically highly perishable (i.e. likely to present an immediate danger to human health after a short period of time), and those for which health regulations set a shelf life. This date is accompanied, where appropriate, by an indication of storage conditions.

Pre-packaged foodstuffs must be labelled with the following compulsory information: sales name, list of ingredients, net quantity, date of preservation, specific properties of each foodstuff, indication of special preservation conditions, name/company name/address of the manufacturer or packager, place of origin or provenance whenever the omission of this information is likely to create confusion in the mind of the purchaser as to the real origin or provenance of the foodstuff, indication of the production batch and other compulsory information relating to certain foodstuffs.

The Exhibitor scrupulously observes the regulatory storage temperatures for the foodstuffs he transports, stores and distributes on his stand. He complies with the law in force relating to the sanitary rules applicable to the activities of retail trade, storage and transport of products and foodstuffs other than products of animal origin and foodstuffs containing them.

Exhibitors offering for sale, tasting or presentation products of animal origin or foodstuffs containing products of animal origin must provide the Organizer with the following documents upon registration by e-mail:

- Or a copy of the declaration of food activity made to the Direction Départementale pour la Protection des Populations - DDPP, in accordance with article R.233-4 of the Code rural et de la pêche maritime,
- Either the sanitary approval to which it is subject by virtue of the decree of June 8, 2006, in lieu of a declaration within the meaning of article R233-4 of the Code rural et de la pêche maritime, or any document justifying exemption from the sanitary approval requirement;
- Food hygiene (HACCP) training report for staff. It is hereby stipulated that at least one member of the Exhibitor's staff present on the stand must provide proof of food hygiene training;
- A list of the equipment used for conservation.

During the event, Destination Angers, in its capacity as organizer of the event, reserves the right to inspect the facilities and measures implemented by the Exhibitor to guarantee the proper preservation of foodstuffs. In the event of the absence or malfunction of these, Destination Angers reserves the right to refer the matter to the government services responsible for protecting the population (DDPP) and to inform exhibitors by e-mail.

The Exhibitor shall be solely responsible for complying with the provisions of this article, and Destination Angers shall not be held liable, in particular, in the event of contamination of the food offered for sale or tasting at the Show by an Exhibitor who has not complied with the hygiene conditions necessary for the proper preservation of the food.

8. CONTACT AND COMMUNICATION WITH THE PUBLIC

8.1. Communication tools proposed by the Organizer

As part of its participation in the Show, the Organizer offers the Exhibitor a number of communication tools (advertising on the Website or on paper, sponsorship, etc.).

All orders for one or more of these tools must be placed when the Exhibitor applies to take part on the Website.
The conditions applicable to these communication tools are specified on the Show's Website during the Exhibitor's online registration and in the communication kit provided by the Organizer.
The Exhibitor guarantees the Organizer:

- that he/she holds all rights to use the images that he/she may transmit to the Organizer as part of these communication tools,
- that these images do not constitute an infringement of pre-existing works,
- it does not infringe any third-party intellectual property rights.

8.2. Illuminated and audible advertising

All illuminated or audible advertising must comply with the Show's Safety Regulations and be subject to the Organizer's prior written approval. Furthermore, in order to obtain this approval, the Exhibitor must undertake to Destination Angers that the advertising he engages in will not in any way whatsoever constitute a nuisance to neighboring Exhibitors or to traffic, and that it will not interfere with the smooth running of the Show, failing which the Exhibitor may have his participation in the Show interrupted, without payment of any compensation whatsoever by the Organizer.

8.3. Distribution of media and products

The distribution by the Exhibitor of brochures, catalogs, vouchers, printed matter or other objects intended to divert visitors to the Show for his own benefit is strictly forbidden on the Exhibition Centre site, both inside and outside (aisles, parking lots, entrances, etc.). Such items may only be distributed by Exhibitors on their own exhibition space. No prospectus relating to products, brands or services not exhibited may be distributed without the written authorization of the Organizer. All documents handed out to visitors by the Exhibitor on his stand must bear the stand sign or the Exhibitor's company name as stated in his application form.
The conduct of opinion polls, the distribution or sale of newspapers, periodicals, tombola tickets, badges and participation vouchers, even if they relate to a charitable cause, are prohibited within the Exhibition site and its surroundings, unless written dispensation is granted by the Organizer.

8.4. Practical information

All information concerning the details of the Exhibitor's participation in the Show can be consulted in the Exhibitor's Practical Guide, downloadable from the Exhibitor Area of the Website.

8.5. Catalogue and distribution of Information provided by The Exhibitor

Only the Organizer has the right to publish, or have published, and distribute the Show catalog, on paper or via its web and mobile application. The Exhibitor is responsible for providing the information required to draw up the form at the time of applying to take part.
Any consequence of incomplete, missing or erroneous information attributable to the Exhibitor will be the responsibility of the latter, who will not be able to hold the Organizer liable.

By registering as an Exhibitor, you authorize Destination Angers to use the communication information collected via the application form on all communication media used to promote the Show.

8.6. Warning about fraudulent advertising proposals

The Organizer draws the Exhibitor's attention to messages and commercial proposals that may be sent by various companies, often headquartered abroad, which have no connection with Destination Angers. These companies generally offer exhibiting companies listing in directories and professional guides on the Internet.

Destination Angers recommends the utmost vigilance. Associating the name of the Organizer with that of the Exhibitor may be misleading. It does not mean that Destination Angers accredits or guarantees, nor that it is at the origin of or associated with the fraudulent proposal.

For any suspicious commercial proposal, the Exhibitor is invited to contact Destination Angers and, if necessary, the Fédération des Métiers de l'Evénement (Foires & Salons) UNIMEV on 01 53 90 20 00.

9. ACCESS AND CREDENTIAL MANAGEMENT

Only exhibitor badges, invitation cards, entry tickets and specific passes (VIP, Caterer...) issued by the Organizer may give access to the Show. The Organizer reserves the right to deny access to or expel any Exhibitor whose presence or behavior may be prejudicial or detrimental - to the protected interests of consumers or to business ethics, to the safety, tranquility or image of the Show, as well as to the integrity of the Show's operating site and of the Organizer.

9.1. Exhibitor badges

The Organizer will issue the Exhibitor with the number of "Exhibitor" badges allocated at the time of application, after the Exhibitor has paid the balance of the price of the services. The badges are sent by e-mail in digital format to the exhibitor. Alternatively, they can be generated at the Show's General Commissariat during the set-up period.

9.2. Invitation card

The Organizer will provide the Exhibitor with the number of free invitations (cards and/or e-invitations) indicated on his application form, as well as any additional invitation cards requested by the Exhibitor. These invitation cards may not be reproduced or resold by the Exhibitor.
In this respect, Destination Angers reserves the right to neutralize invitation cards whose fraudulent use (resale, reproduction, theft, etc.) has been brought to its attention.

9.3. Pass

The management of these passes is specific to each show.

9.4. Illegal sale of access cards

Exhibitors are prohibited from distributing, reproducing or selling exhibition passes issued by the Organizer, with a view to making a profit.

The Exhibitor is reminded that "vente à la sauvette", i.e. the act of offering, offering for sale or exhibiting for sale goods or exercising any other profession in public places in violation of the regulations governing the policing of such places, is punishable by six months' imprisonment and a fine of 3,750 Euros (article 446-1 of the French Penal Code).

When street vending is accompanied by assaults or threats, or when it is committed as part of a group, the penalty is increased to one year's imprisonment and a fine of 15,000 Euros (article 446-2 of the French Penal Code).

Selling, offering for sale or exhibiting for sale or transfer, or providing the means for the sale or transfer of admission tickets to a sporting, cultural or commercial event, or to a live performance, on a regular basis and without the authorization of the producer, organizer or owner of the exploitation rights for this event or performance, is also punishable by a fine of 15,000 Euros (article 313-6-2 of the French Penal Code).
This penalty is increased to a €30,000 fine in the event of a repeat offence.

10. INSURANCE

10.1. Third-party liability

The Organizer specifies:

- that it is not liable for any damage that the Exhibitor may suffer from third parties in connection with the Show.

- that neither he nor his insurers guarantee the Exhibitor's civil liability, whether caused by himself, by persons collaborating with him, by his activity, or by goods belonging to him or in his care.

The Exhibitor thus undertakes to take out, during the set-up and dismantling periods and for the entire duration of the Show, all insurance covering the risks associated with its professional activity within the framework of the Show.
The Exhibitor must be able to provide the Organizer, no later than forty (40) days before the opening of the Exhibition, with the corresponding certificates, indicating the cover taken out, the amount and the period of validity, which must cover the period in force at the time the Exhibition is held.

Failing this, the Organizer reserves the right to deny the Exhibitor access to the Show, without any right to compensation.

10.2. Rental risks and damage to the Exhibitor's property

The Exhibitor shall be personally responsible for all damage caused to the fittings he makes in the rented stand, as well as to furniture, equipment, merchandise and all objects belonging to him or of which he is the holder in any capacity whatsoever, as well as for operating losses or loss of use he may suffer in the operation of his activities and the goods located inside the buildings or parts of buildings covered by the agreement to make available space belonging to him or of which he has custody or use in any capacity whatsoever.
He will insure the rental risks specific to his operation (fire, explosion, water damage, theft, etc.), with a company known to be solvent, and will have the pecuniary consequences of any liability he may incur with regard to third parties covered.

(Liability insurance for damage caused to third parties or users attributable to the lessee's occupation of the buildings or parts of buildings covered by the space rental agreement or its activities).

The Organizer shall not be liable for any damage caused by goods belonging to the Exhibitor or placed in his custody, nor for any damage caused to said goods, and in particular for any theft that may occur during the Show.

The insurance contract covering rental risks and the Exhibitor's property must therefore guarantee:

- Material damage caused to Destination Angers and the owner of the Site, affecting movable or immovable property, in the event of the occurrence of the following events: fire, lightning, explosions, water damage, terrorist attacks, vandalism and natural disasters, for an amount per claim of €1,500,000.
- Damage to exhibitors' and visitors' property
- Guaranteed expert fees
- Recourse by neighbors, third parties and tenants

The Exhibitor must prove that he has taken out this policy by sending the Organizer, no later than ten (10) days before the start of the Exhibition, the duly signed "*Certificate of Insurance*" form bearing his insurer's stamp and stating that cover has been provided for a minimum amount per claim of €1,500,000.

10.3. Waiver of recourse against Destination Angers

The Exhibitor, by the mere fact of his participation, declares that he waives any recourse that he or his insurers may have against Destination Angers, and its respective insurers, for damage covered by the rental risks policy and for any direct or indirect damage that the Organizer may cause to his property, equipment and fittings (including those of his employees), as well as for any operating losses and/or additional costs, whatever the cause, with the exception of malicious acts.

In addition, the Exhibitor declares that he waives all recourse against Destination Angers and its respective insurers in the event of any of the following events causing him damage:

- In the event of fire damage, theft, water damage, damp or any other circumstance affecting his own property, the Exhibitor must insure himself against these risks,

- In the event of abnormal behavior by other occupants of the site hosting the Show, their staff or suppliers, or visitors,

- In the event of interruption or untimely operation of water, gas, electricity, air-conditioning or, in general, in the event of shutdown or stoppage, even prolonged, for a reason beyond the control of Destination Angers in the service of fluids, including sprinkler systems, heating or air conditioning or any of the site's common equipment,
- In the event of contamination of the heating, water and air-conditioning systems due to causes beyond the control of the

site management company, the site owner or Destination Angers,

- In the event of security measures taken by Destination Angers and/or any administrative authority, if these cause prejudice to the Exhibitor.

The Exhibitor undertakes to obtain the same waiver of recourse from his insurers. Insurance policies must specify that the beneficiary's company or companies are aware of the agreement and accept its terms.

By way of reciprocity, and with the exception of malicious acts, the Organizer and its insurer hereby waive all recourse against the Exhibitor and its insurer for damage to property, equipment and fittings belonging to the Organizer and for which the Exhibitor is responsible. It is specified that this waiver of recourse does not apply to damage that may affect the real estate comprising the Site, or the fixtures and fittings belonging to the company managing the Site and/or the company owning the Site that are entrusted to the Exhibitor.

In the event that the activity carried out by the lessee in the buildings covered by the present agreement results in the lessor and/or other occupants of the buildings concerned incurring additional premiums under their property damage policies, these premiums will, after justification, be borne by the lessee.

10.4. Foreign exhibitors

Exhibitors registered in the European Union or outside the European Union are required to take out the same guarantees as those referred to in articles 10.1 and 10.2 above, bearing in mind that the certificates provided to the Organizer must be translated into French.

11. INTELLECTUAL PROPERTY AND EXPLOITATION OR MARKETING RIGHTS

11.1. Intellectual property rights of products and services presented by the Exhibitor

The Exhibitor confirms that it is the owner of all intellectual property rights relating to the products or services exhibited or offered at the Show.
In the event of infringement duly established by a court decision, regardless of its date, the Organizer may require the Exhibitor to comply with the decision.
Failing this, Destination Angers reserves the right not to admit an Exhibitor who has already been convicted of infringement, and to exclude him from all the shows it organizes, without the Exhibitor being entitled to claim compensation.
Furthermore, any Exhibitor who intends to take administrative or legal action on the grounds of infringement against another competing Exhibitor undertakes to inform Destination Angers in advance.

11.2. Operation - Marketing of products and services

The Exhibitor also undertakes to deal personally with the rights of exploitation or marketing of the products or services exhibited or offered within the framework of the Show, so that the Organizer may at no time be held liable in this respect.
To this end, the Exhibitor undertakes in particular to comply with the regulations applicable to consumer law and more particularly, the law n°2014-344 of March 17, 2014 relating to consumption, known as the "Hamon" law.
In this respect, it is reminded that before concluding any contract, the Exhibitor must inform the consumer that he does not have a withdrawal period.
The Exhibitor undertakes to display this information in clear and legible characters, in a visible box, on its stand throughout the duration of the Show.

All measures necessary for the operation or marketing of products and services must be taken by the Exhibitor prior to the presentation of said products or services at the Show, the Organizer incurring no liability in this respect, particularly in the event of a dispute with another exhibitor or a visitor.

11.3. Declaration and payment of rights to SACEM

Exhibitors wishing to broadcast music on their stand must first inform the Organizer in writing. It is also specified that the Exhibitor is solely responsible for respecting the intellectual property rights relating to the broadcasting of this music. Consequently, the Exhibitor undertakes to make any declaration relating to the broadcasting of music on his stand to the SACEM and to ensure payment thereof.

The Exhibitor guarantees the Organizer against any recourse and/or claim from any third party due to the non-fulfillment of its obligations.

11.4. Shooting

The Exhibitor expressly authorizes the Organizer, free of charge:

- to produce, if he so wishes, photos and/or films representing him and the members of his team, as well as the products exhibited on his stand;

- to use these images freely in all media, including advertising (including the Internet), in France and abroad, for a period of five (5) years from the date of signing this application;

- to quote and reproduce free of charge its brand or company name as a commercial reference for the needs of its communication, on all media (in particular the Internet), both in France and abroad, for a period of five years from the date of signature of this application.

Exhibitors who do not wish all or part of their stand or one of the elements represented on it (logo, brand, model, etc.) or certain members of their team to appear on films and/or photographs and/or the internet medium used by Destination Angers to promote the event it is organizing, must give prior written notice to the Organizer before the show opens.

Exhibitors wishing to take photographs of the Show must inform the Organizer in writing beforehand. In this respect, the Exhibitor is personally responsible for obtaining the necessary authorizations to take photographs at the Show, and is solely responsible for respecting the image rights of each exhibitor.

11.5. The Organizer's intellectual property

It is specified that any element of the Organizer's intellectual and industrial property brought to the attention of the Exhibitor in the context of the organization of the Show remains the exclusive property of the Organizer.

The Exhibitor thus refrains from using, in any way whatsoever, any element of the Organizer's intellectual and industrial property, without its prior written consent.

12. MODIFICATIONS - POSTPONEMENT - INTERRUPTION OR CANCELLATION OF THE SHOW

12.1. Modifications

The Organizer reserves the right to modify, without giving the Exhibitor the right to compensation, the conditions of organization of the Exhibition, namely in particular the location of the Exhibition, the layouts and fittings of the exhibition areas, the opening hours and the program of events.

12.2. Postponement - Interruption

12.2.1 Interruption and postponement at the Organizer's initiative

The Organizer reserves the right to postpone the Exhibition, in particular when the number of Exhibitors does not reach the required minimum, and to inform the Exhibitor of this no later than thirty (30) working days before the date of the Exhibition, without this giving the right to compensation for the benefit of the Exhibitor.

If the Exhibitor refuses the postponement, the registration fees remain the property of the Organizer for the administrative management of the opening of a file. Any deposits paid will be returned.

12.2.2 Interruption at the Exhibitor's initiative

In the event of the Show being interrupted for any reason whatsoever during the Show or during set-up, the dates of which are given in the Exhibitor's Guide, the balance paid by the Exhibitor to the Organizer will remain due.

12.2.3 Interruption due to force majeure

Postponement or interruption of the Exhibition due to force majeure, as defined in article 12.5 below, will not give rise to any reimbursement of sums already paid by the Exhibitor.

12.3. Cancellation at the Organizer's initiative

If the Exhibition is cancelled without any possibility of postponement, with the exception of a case of force majeure as defined in article 12.5 or in the event of a governmental, municipal or prefectoral decision that would prevent the Exhibition from taking place, the Organizer will reimburse the sums already paid by the Exhibitor at the time of the application for participation - with the exception of the registration fee for the administrative management of opening a file.

In the event of cancellation of the Exhibition due to force majeure, as defined in article 12.5 below, or in the event of a governmental, municipal or prefectoral decision that would prevent the Exhibition from taking place, the registration fees and any deposit paid by the Exhibitor shall be retained by the Organizer.

12.4. Cancellation at the initiative of The Exhibitor

Subject to what is indicated in the present article, the Exhibitor may not cancel his participation in the Show, including in the event of disagreement over the allocation of a stand under the conditions of article 5 above.

In the event of cancellation by the Exhibitor of its participation in the Show, except for medical reasons duly justified to the Organizer:

- the registration fees and any deposit paid by the Exhibitor shall remain the property of the Organizer, if the cancellation is made more than sixty (60) days prior to the opening date of the Exhibition;

- the Organizer reserves the right to pursue payment of the full price of the service, if cancellation occurs less than sixty (60) days before the opening date of the Show.

Please note that any document attesting to a medical condition that prevents the Exhibitor from attending the Show will be deleted once the refund has been made.

12.5. Force majeure

In accordance with article 1218 of the French Civil Code, the occurrence of any event outside the control of the parties, i.e. any event beyond the control of the debtor of the obligation, which could not reasonably have been foreseen at the time of the conclusion of the agreement between the parties and the effects of which cannot be avoided by appropriate measures, and which prevents the performance of its obligation by the debtor, will be considered as force majeure.

In addition to the elements usually considered by French jurisprudence as constituting force majeure, the parties agree to consider as such the following events insofar as they are likely to hinder the performance of their obligations: the occurrence of epidemics or pandemics, tornadoes, floods, hurricanes, earthquakes, volcanic eruptions, fire, flooding, any meteorological disturbance, strike, war or any external event which would be likely to delay, prevent or render economically exorbitant the performance of the commitments of either party.

13. RESPONSIBILITY OF THE ORGANIZER

The Organizer is exonerated from any liability for disturbances of use and commercial prejudice that may be suffered by the Exhibitor for any reason whatsoever.
In particular, the Organizer cannot be held responsible for the number of visitors to the Show.

14. PERSONAL DATA

The Organizer and the Exhibitor, undertake, within the framework of the Exhibition, to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable since May 25, 2018 (hereinafter the "RGPD"), as well as Law n°78-17 of January 6, 1978 relating to information technology, files and freedoms amended by Law n°2018-493 of June 20, 2018 relating to the protection of personal data (hereinafter the "Data Protection Act").

In the course of organizing the Show, the Organizer is required to process personal data relating to its individual contacts within the Exhibitor's company.

It is reminded that the Organizer is considered responsible, within the meaning of the RGPD and the Loi Informatique et Libertés, for the processing it implements with regard to this data.

The processing of this data by the Organizer is necessary for the organization of the Exhibition and the management of the Exhibitor's participation request (cf. article 6.1.b) of the General Data Protection Regulation).

The Exhibitor's data may also be processed, on the basis of consent that may be withdrawn at any time, in order to send him, via all channels, commercial proposals and news concerning the Organizer's other events.
Access to this data is restricted to authorized Organizer personnel.
The data collected by the Organizer is kept for a period of five (5) years at the end of the commercial relationship, and the data necessary for invoicing is kept for a period of ten years.

During this period, in accordance with applicable regulations, each individual has the right to access, rectify, delete, limit, port and object to his or her personal data.

These rights may be exercised by contacting the Organizer at the address of its registered office. The Exhibitor must mention the name and date of the Show, as well as the name of the contact person.
Individuals also have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés.

15. TERMINATION

15.1. Termination in the event of default by the Organizer

In the event of a breach by the Organizer of one or more of its obligations as set out in the General Conditions of Participation and the associated contractual documentation as referred to in article 1 above, the Exhibitor may terminate its participation in the Show at the end of a period of seven (7) days following the sending of a formal notice by registered letter with acknowledgement of receipt which has remained unsuccessful, without prejudice to additional damages.

15.2. Termination in the event of default by the Exhibitor

15.2.1. Before the show opens

In the event that the Exhibitor fails to fulfil one or more of its obligations as set out in the General Conditions of Participation and the associated contractual documentation as referred to in article 1 above, the Organizer may terminate the Exhibitor's participation in the Show at the end of a period of seven (7) days following the sending of a formal notice by registered letter with acknowledgement of receipt which has remained unsuccessful, without prejudice to additional damages.

Notwithstanding the foregoing, the Exhibitor's participation may be terminated by operation of law at the Organizer's discretion, without any further formality other than sending the Exhibitor a registered letter with acknowledgement of receipt, in the event of a substantial breach by the Exhibitor, and in particular in the following cases:

- if the Exhibitor does not occupy his stand by the day before the Show opens to the public, except in the case of force majeure as defined in article 12.5 above,
- if the Exhibitor fails to make payment within the time limits stipulated in article 4.3 above when registering less than thirty (30) days before the opening date of the Show.

15.2.2. During the show

In the event of non-compliance by the Exhibitor, during the Show, with one or more of the provisions of the General Conditions of Participation and the associated contractual documentation as referred to in article 1 above, the Organizer may, after formal notice, if necessary served in the presence of a bailiff and which has remained unsuccessful, proceed ipso jure to the immediate closure of the stand and forbid the Exhibitor to enter it, without the Exhibitor being able to claim any financial or material compensation from the Organizer.

The costs incurred by the Organizer's intervention (bailiff's fees and costs relating to closure) will be charged to the Exhibitor.

15.2.3. Consequences of termination

In the event of termination of the Exhibitor's participation as provided for in articles 15.2.1 and 15.2.2 above, the Organizer will regain free disposal of the area allocated to the Exhibitor.

The Organizer also reserves the right to refuse the Exhibitor future admission, for a maximum period of two (2) years, to one of the shows it organizes, at the Exhibition Centre, the Convention Centre or on sites where Destination Angers may be involved.

16. MISCELLANEOUS PROVISIONS

The fact that either party fails to exercise, on one or more occasions, any of the rights, options, claims or actions reserved to it by the contract resulting from acceptance of the present General Terms and Conditions of Participation, shall not be construed as a waiver or refusal to avail itself of said right, exercise said option, make said claim or exercise said action.

The provisions of the contract resulting from acceptance of the General Terms and Conditions of Participation constitute the entire agreement between the Parties and supersede any contract previously concluded between them for the same purpose.

Should any clause of this agreement be declared invalid or contrary to a provision of public policy, said clause shall be deemed unwritten and all other stipulations of this agreement shall remain in full force and effect.

17. CLAIMS AND DISPUTES - APPLICABLE LAW - JURISDICTION

All claims must be made by registered letter with acknowledgement of receipt within ten (10) days of the close of the Show.

In the event of a dispute arising between the parties concerning the validity, conclusion, interpretation or performance of the contract resulting from the acceptance of these General Terms and Conditions of Participation and its consequences, and before any recourse to the competent courts, they shall endeavor to seek all amicable solutions for the settlement of the said dispute within a period of one (1) month, the conciliation to be formalized by a written document signed by the parties.

Failing amicable settlement, any dispute concerning the validity, conclusion, interpretation or execution of the present contract or its consequences shall be submitted to the Commercial Court of Angers (49).

Participation in the Salon and all acts taken in consideration of such participation shall be subject to French law.