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GENERAL TERMS AND CONDITIONS OF PARTICIPATION

1. ACCEPTANCE OF CONTRACT DOCUMENTATION

The present terms and conditions (hereinafter referred to as the "Terms and Conditions") shall apply to all those exhibitors (hereinafter referred to as the "Exhibitor(s)") who make a request for admission to the EQUIP AUTO show from 14 to 18 October 2025 (hereinafter referred to as the "Show") organised by EQUIP AUTO (*French simplified joint stock company with a share capital of 6 230 200 €, whose registered office is located 43 route de Vaugirard - 92190 MEUDON, France registered under n°450 593 314 RCS NANTERRE* hereinafter referred to as the "Organiser") at the Porte de Versailles exhibition centre, Paris (hereinafter "the Venue").

Within the context of its application form, the Exhibitor confirms having read through these Terms and Conditions, as well as all the information concerning the details of the Exhibitor's participation in the Show, available in the "Practical Information" section of the Exhibitors Area which can be accessed from the Show's website (hereinafter Contractual documents), and accepts all the clauses thereof, without reservation or restriction.

Any admission to the Show entails the Exhibitor's complete acceptance of the Contractual documents, except agreed otherwise between the Organiser and the Exhibitor.

The Organiser reserves the right to modify these Terms and Conditions without notice, under the conditions specified below. The Exhibitor will be notified in advance of any modification.

Modifications resulting from changes in the applicable regulations and/or relating to health and personal and/or property safety will have immediate effect, without the need to obtain any approval or sign any document on the subject. These modifications will be brought to the attention of the Exhibitors without delay, without them being entitled to claim any compensation in relation to these amendments nor cancel their participation.

In the event of a change to these T&Cs that is not immediately applicable, the Exhibitor will be notified of this change by any written means. Unless the Exhibitor withdraws its application for participation by registered letter sent to the Organiser within [8 days] of said notification, the modified version of the T&Cs will be deemed to have been accepted by the Exhibitor.

The Parties expressly agree that only substantial modifications relating to articles 1, 2, 3, 5, 9, 26 and 27 of

these T&Cs entitle the Exhibitor to terminate the contract within the aforementioned 8-day period; it being specified that modifications relating to the duration of the Event and/or the terms and conditions for opening and closing the Venue do not entitle the Exhibitor to withdraw its application to participate.

2. COMMITMENT - ADMISSION

Any application to the Show is strictly personal to the Exhibitor. Any application to the Show is subject to a prior examination by the Organiser who reserves the right to assess and verify, at its sole discretion, and without the following list being neither exhaustive nor compulsory:

- the creditworthiness of the applicant,
- the compatibility of the applicant's activities with the nomenclature of the Show,
- the match between the products or services offered by the applicant and the positioning of the Show,
- the neutrality of the message that the applicant could deliver in the context of the Show.

Any form of evangelism and/or militantism that could interfere with the smooth running of the Show is strictly prohibited.

Any application coming from those who remain indebted to the Organiser or any company from its Group and/or in dispute with the Organiser or any company from the Group will not be considered.

The Organiser will notify the Exhibitor of its decision (approval or rejection of the application) by electronic mail.

In the case of the Organiser's approval of the application to the Show, the Organiser and the Exhibitor will be definitely committed one to the other by means of a contract whose contents comprise the Exhibitor's application as approved by the Organiser and the Contractual documents.

Consequently:

- the Organiser commits to provide the Exhibitor with a stand that matches the characteristics indicated by the Exhibitor in its application and to supply the additional services requested in that application, without prejudice to the provisions set out in Clause 11 below,
- the Exhibitor commits to pay the amounts indicated in its application and will comply with the Contractual documents.





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The services ordered by the Exhibitor and which the Organiser undertakes to provide are independent and divisible.

Except if the Exhibitor cancels its participation on the grounds of a modification of the Terms and Conditions or a modification of the dates and/or Venue under the conditions, in the forms and within the time limit prescribed in article 3, the Exhibitor may not cancel its participation in the Show for any reason whatsoever, including in the case of a disagreement on the space allocated to it under the conditions of Clause 11 below.

In the event that the application is rejected, the Organiser will, where applicable, refund to the Exhibitor the amount corresponding to the first payment already made by the Exhibitor.

It is expressly specified that the Organiser reserves the right to reject any application as it sees fit and cannot be held liable for any recourse or damages.

The Organiser reserves the right not to consider applications submitted after the deadline for registration defined by the Organiser. After this date has passed, the Organiser no longer guarantees the availability of the proposed stands.

Finally, it is expressly specified that under no circumstances shall an admission to the Show oblige the Organiser to admit the Exhibitor to any future sessions of the Show or any other event of the Group to which the Organiser belongs, and shall not confer upon the Exhibitor any booking rights or priorities.

3. SHOW ORGANISATION TERMS

The Organiser determines and may modify the organisational arrangements of the Show.

In particular, the Organiser determines the Venue where the Show will be held, its opening and closing dates, its duration, the opening and closing hours of the Venue where the Show will take place, the layouts of the Show, the schedule of events and the registration closing date.

The Organiser bears costs and incurs expenses prior to the holding of the Show (management of registrations, advertising and promotion of the Show, etc.).

In the event of cancellation of the Show other than in the cases referred to in articles 26 and 27 below, the Organiser will immediately notify the Exhibitors by any written means and the sums received by the Organiser will be refunded to the Exhibitor without any further compensation.

In the event the Show is postponed to a later date and/or relocated to a different Venue, other than in the cases referred to in articles 26 and 27 below, these changes shall be notified to the Exhibitor by any written means. Unless the Exhibitor cancels its application to participate

by means of registered post with recorded delivery, sent to the Organiser within 8 days of the said notification, the new dates and/or new Venue hosting the Show are deemed to be accepted by the Exhibitor. The Organiser will retain the amount of the deposit and/or participation fees already paid by the Exhibitor for participation in the postponed Show and the Exhibitor remains liable to pay the full amount due in respect of his participation in the postponed Show in accordance with the payment terms as amended mutatis mutandis. If the Exhibitor withdraws from participation, the sums received by the Organiser will be returned to the Exhibitor without further compensation.

In the event of a change to these T&Cs that is not immediately applicable, the Exhibitor will be notified of this change by any written means. Unless the Exhibitor withdraws its application for participation by registered letter sent to the Organiser within [8 days] of said notification, the modified version of the T&Cs will be deemed to have been accepted by the Exhibitor.

The Parties expressly agree that only substantial modifications relating to articles 1, 2, 3, 5, 9, 27 and 28 of these T&Cs entitle the Exhibitor to terminate the contract within the aforementioned 8-day period; it being specified that modifications relating to the duration of the Event and/or the terms and conditions for opening and closing the Venue do not entitle the Exhibitor to withdraw its application to participate.

4. INVOICING TERMS

All prices stated on the Organiser's documentation and on the Show's website are expressed in euros exclusive of taxes. In accordance with the legislative and regulatory requirements that apply to these services, the value added tax at the current applicable rate will be added.

5. PAYMENT TERMS

Payment for participation shall be made on the due dates set out below on production of an invoice.

Invoices issued by the Organiser are paid in full by the Exhibitor on receipt. They are paid by bank transfer, cheque or credit card with no possibility of discount for early or cash payment. Payments must be made in Euros to the order of the Organiser.

For all registrations submitted before 31 December 2024 (inclusive), the Exhibitor undertakes to pay for its participation according to the following payment schedule:

- 30% at the time of registration on the Organiser's website.
- 40% by 31 January 2025 at the latest.
- 30% by 30 June 2025 at the latest.





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For all registrations submitted on or after 1st January 2025, the Exhibitor undertakes to pay for its participation according to the following payment schedule:

- 50% at the time of registration on the Organiser's website.
- 50% on the date on which the stand is allotted.

Any registration made less than thirty (30) days before the opening of the Event will be invoiced in full on the day of registration. The invoice is payable immediately.

Any order for stand fittings or additional services placed after the Exhibitor has registered is payable in full when the order is placed.

The Exhibitor will not be offered a stand until it has paid its first instalment.

Stands will only be made available to Exhibitors on the day of the Event once all invoices (registration, additional services, etc.) have been paid in full.

6. SECURE PAYMENT AND PROOF OF TRANSACTION FOR ONLINE APPLICATIONS

The Show website is protected by a secure payment system. The Organiser has adopted the ATOS SSL encryption procedure, which encodes and protects confidential information.

Unless proven otherwise, data recorded by the Organiser shall constitute proof of all dealings between the Organiser and the Exhibitor.

Data recorded by the payment system constitutes proof of the financial transactions.

7. LATE AND MISSED PAYMENTS

Any amounts that remain outstanding after the invoice payment date, will result in the automatic application of late payment interest equal to three times the statutory interest rate, starting from the day following the invoice due date.

If the payment deadlines set out in Clause 5 "Payment Terms" above are not respected, a fixed fee of €40 for debt recovery fees shall be charged by the Organiser in addition to the late payment penalties referred to above (art L441-1, L 441- 10 and D445-5 of the French Commercial Code). This fixed fee does not preclude the reimbursement of any other fees incurred by the Organiser in recovering unpaid invoices.

8. VAT

Exhibitors from outside France can obtain a VAT refund as follows:

* For companies from European Union member countries:

- Submit the refund request via the appropriate online State portal where the Exhibitor is registered in accordance with the provisions of Directive 2008/9/CE of 12 February 2008. In France, this is the fiscal portal at www.impot.gouv.fr.
- A digital copy of the original invoices for all sums over €1,000 excl. tax must be submitted with the online refund request.
- The refund request must be submitted by 30 September of the calendar year that follows the refund period.

* For companies from countries outside the European Union:

The Exhibitors concerned must appoint a tax representative in France to carry out all tax formalities.

9. TERMINATION CLAUSE – PENALTY CLAUSE

9.1 If the Exhibitor fails to pay any of the amounts it owes by the due date regardless of the reason, the contract binding it to the Organiser will be terminated seven (7) days after the Organiser has sent a formal notice expressly stating the terms of this Clause 9.1 to the Exhibitor by any written means, when the breach remains unresolved.

If the Exhibitor expresses the intention of cancelling its participation in the Show, regardless of the reason, the Organiser may implement this termination clause by sending it a formal notice to abandon the cancellation and confirm its participation within seven (7) days.

That period of seven (7) days will begin on the date of the formal notice's notification to the Exhibitor.

The contract will automatically be terminated upon expiration of the above time frame, without the need for the Organiser to have the termination recorded by the courts, and the Organiser will immediately be free to dispose of the space allocated to the Exhibitor.

In the event of termination of the contract in application of this clause, the Exhibitor remains liable to pay the Organiser the full price of its participation in the Show. Consequently, the amounts previously paid will definitively remain the property of the Organiser and any outstanding amounts will immediately fall due.

9.2 As an exception to the above, the contract between the Exhibitor and the Organiser will immediately be terminated as of right and without formal notice:





- if the Exhibitor does not occupy its stand by the day before the Show opens to the public, regardless of the reason,
- in the event of the Exhibitor's registration less than thirty (30) days before the Show opens, if the payment stipulated in Clause 5 of these Terms and Conditions is not made within the time frame set out in the said, regardless of the reason.

In the cases mentioned in article 9.2, the consequences of termination will be the same as those provided by article 9.1.

10. INSURANCE

10.1 Third party liability

The Organiser will not be responsible for any damage that the Exhibitor might cause to third parties, including the manager or the owner of the Venue hosting the Show.

Consequently, the Exhibitor will, at least sixty (60) days before the scheduled Show set-up date, take out insurance contracts with insurance companies certified to perform insurance transactions in France, covering its third-party liability and that of any person participating directly or indirectly in the performance of its activities (employees, service providers and subcontractors) during the Event.

This insurance must cover the Exhibitor for any bodily injury, damage to equipment and consequential loss caused to its employees, subcontractors, the Organiser or any third party, during its participation in the Event (including during the set-up and dismantling periods).

This insurance policy must offer coverage for a value of at least €7,000,000 for all claims, including €3,000,000 for consequential material and immaterial damage.

At the Organiser's first request, the Exhibitor will supply the corresponding current certificate from its insurer, stating the policies taken out, their total sums and their period of validity. Failing this, the Organiser reserves the right to refuse the Exhibitor's access to the Show, without compensation.

10.2. Tenant risk and the Exhibitor's property

Furthermore, the Organiser will not be responsible for:

- property damage caused to the Venue's manager and/or owner, affecting personal or real property, in the event of the occurrence of any of the following events: fire, lightning, explosion, water damage, terrorist attack or natural catastrophe.
- damage caused to property owned by the Exhibitor or placed in its care.

The Exhibitor undertakes to insure the equipment or objects on its stand during the Event against all risks,

and in particular against the risks of fire, theft, explosion, collapse or water damage.

The Exhibitor undertakes to take out a tenant risk policy to cover it against the financial consequences of any third party liability it may incur in respect of any equipment damage to the Venue hosting the Event and any consequential or non-consequential non-material damage caused to the manager of the Venue or its owner in connection with the occupation of the Venue. It will have to justify for the subscription of the tenant risk / property damage insurance by sending the "certificate of insurance" form to the Organiser at least sixty (60) days before the Show's set-up begins, duly signed and bearing its insurance company's stamp and stating the benefits provided with a minimum of €3,000,000 per claim.

10.3. Waiver of all recourse

a) Against the Venue manager and/or Venue owner company:

With the exception of malicious acts on the part of the company managing the Venue and/or the owner of the Exhibition Grounds, the Exhibitor waives all recourse against the company managing the Venue and/or the owner of the Venue and their insurers, for:

- any material damage caused to the Exhibitor and resulting from fire, explosion, electrical damage or water damage for which the Site manager or owner is responsible,
- and for any consequential and/or non-consequential immaterial damage, and in particular operating losses, suffered by the Exhibitor and for which the Venue manager or owner is responsible, regardless of the cause.

In addition, the Exhibitor declares it waives all recourse against the Venue manager and/or Venue owner companies and their respective insurers in the case of one of the following events occurring, with harm caused to the Exhibitor:

- fire damage, theft, water damage, damp or any other situation affecting its own property, with the Exhibitor being required to insure itself against these risks,
- abnormal actions by other Venue occupants, their staff or suppliers, or visitors,
- interruption or inadvertent functioning of the water, gas or electricity supply, the air conditioning or other general system, the suspension or shut-down, even for an extended period, for a reason out of the control of the Venue manager and/or Venue owner companies of fluid systems including the automatic fire extinguisher network, heating and air conditioning systems, or any one of the equipment items shared by the Venue,



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- contamination of the heating, water or air conditioning networks for a reason out of the control of the Venue manager and/or Venue owner companies,
- security measures taken by the Venue manager and/or Venue owner companies and/or by any government authority, should these cause harm to the Exhibitor.

The Exhibitor undertakes to obtain the same waiver from its insurers.

b) Against the Organiser:

The Exhibitor also declares it waives all recourse that it or its insurers may be entitled to make against the Organiser and its insurers in regard to damage covered by the tenant risk policy and direct or indirect damage its property, equipment and fittings may suffer as well as that of its agents, as well as for any operating losses and/or extra costs regardless of the cause, with the exception of malicious acts.

The Exhibitor undertakes to obtain the same waiver from its insurers.

10.4. Organiser's collective insurance offer

The Organiser has taken out a collective comprehensive and third-party liability insurance policy with GENERALI on behalf of the Exhibitors.

The cover and amounts of cover are specified in the Insurance Regulations attached to the application form.

By default, registration for the Event implies acceptance of this insurance policy.

At the time of reservation, the insurance premium is invoiced to the Exhibitor by EQUIP'AUTO in the name and on behalf of GENERALI.

If the Exhibitor does not wish to take out this insurance policy, it must prove to the Organiser that it has taken out an insurance policy guaranteeing it at levels that comply with the requirements set out in article 10. To this end, the Exhibitor must send the Organiser the insurance certificate in the application form, duly completed by its insurance company, by email to contact@equipauto.com at least sixty (60) days before the start of the Event. Any other document will not be taken into account by the Organiser.

If the Exhibitor proves that it is insured for the Event under the aforementioned conditions, the Organiser will reimburse the insurance premium paid at the time of booking.

11. ALLOCATION OF STANDS

The Organiser will draw up a Show floor plan and allocate stand areas as applications are received, taking

into account the Show's different sections. The Organiser will do its best to take into account the wishes expressed by the Exhibitors and the nature of the products exhibited. So as to be able to do this, and taking into account the inherent constraints imposed in the placement of Exhibitors, the Organiser reserves the right, with the Exhibitor's agreement, to modify the surface area requested by the Exhibitor, up to a maximum of 20%, and to modify the corresponding invoice accordingly, without this giving the Exhibitor the right to cancel its application. The Organiser alone can determine the general arrangement of the Show, as well as the arrangement of the stands at the Venue.

Participation in previous events does not give the Exhibitor any special rights to stand locations.

Any complaints made by an Exhibitor about the allocation of stand areas should be addressed in writing to the Organiser within seven (7) days of receiving of the Show's floor plan. The Organiser will review such complaints if they are supported by detailed documentation that clearly sets out the serious nature of, and/or the reasons for, the complaint.

If the Exhibitor has not contacted the Organiser within seven (7) days of sending the features of the Exhibitor's location, the Exhibitor shall be deemed to have accepted the stand allocated to it.

Under no circumstances shall the Organiser be held liable for any consequences arising (disturbances, commercial damages among other things) from the location of a stand allocated to an Exhibitor.

12. SUBLETTING/SHARED EXHIBITING

The Exhibitor may not provide advertising services on any media for a company that is not itself an Exhibitor. Furthermore, the Exhibitor is prohibited from assigning or subletting any stand or part of any stand area that it has been allocated without prior written agreement from the Organiser stating its partners (co-exhibitors, corporation represented...).

If the Organiser agrees to the latter, the Exhibitor must pay individual registration fees for each of the companies being on its stand. The Exhibitor will ensure that any sub-lessee on its stand complies with the Contractual documents. The Exhibitor is liable notably for any breach of the Contractual documents committed by any sub-lessee on its stand. Moreover the Exhibitor hereby holds harmless the Organiser against any dispute, claim, charge, judgement and/or miscellaneous disbursements that may arise as a consequence of any company present on its stand in relation to their participation in the Show.

13. STANDS





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Information regarding the installation, equipment and removal of stands will be available in the Exhibitor's Guide.

a) Stand use - compliance with applicable laws and regulations

Exhibitors are required to be familiar with and comply with all applicable regulations in force at the time of the Show, whether issued by public authorities or by the Organiser, in particular the no-smoking rules that apply to the public areas, the Fire Safety Regulations and the Health and Safety Regulations.

The Fire Safety Regulations and the Health and Safety Regulations will be communicated to Exhibitors in the Exhibitor's Guide.

The Organiser prohibits the operation of any stand that does not comply with these regulations.

The Exhibitor agrees to comply with all laws and regulations that apply to its business and/or the services and businesses that it wishes to develop within the scope of its participation in the Show. To this end, the Exhibitor will lodge all mandatory declarations and obtain the necessary approval and/or accreditation (including for selling and giving away drinks to be consumed on site) so that under no circumstances shall the Organiser have cause to be concerned.

Lastly, the Exhibitor will not cause any discomfort (noise, odour, etc.) to neighbouring Exhibitors or negatively impact the Show's organisation.

b) Exclusive services of the stand

To optimise the safety of people and property during the Show, Exhibitors wishing to order caretaking, cleaning and handling services ratify the preselection and negotiation carried out by the Organiser by authorising it to enter into the service provision agreement(s) in its name and on its behalf. It acknowledges having read the essential conditions of these agreements at the time of registering, and having been informed of the need to refer to the Exhibitor's Guide.

The Organiser's mandate shall end upon conclusion of the service provision agreement (cleaning, handling and/or caretaking).

Performance of the contract and its follow-ups shall therefore be exclusively managed by the Exhibitor and the service provider, to which it must directly pay the price of the service without the Organiser being its agent. Any complaint must therefore be sent to and dealt with directly by the Service Provider. The Organiser shall remain third party to this contractual relationship.

In any event, pursuant to this mandate, only the Exhibitor shall be bound to the service provider in question. The Exhibitor may not seek the liability of the

Organiser under any circumstances, save for the missions conferred as strictly defined previously

c) Damage

Unless stated otherwise, the stand area, the stand itself and any equipment made available to the Exhibitor by the Organiser shall be deemed to be in good condition.

The leased stand must be returned to the Organiser in a clean condition and cleared of any rubbish. The stand and any equipment provided as stand fittings must be returned to the Organiser in good condition. Any damage caused to the occupied space, the stand, the supplied equipment or the existing infrastructure recorded upon return of the stand will be invoiced to the Exhibitor.

d) Stand occupation

The Exhibitors will occupy their stands no later than the day before the Show opens to the public. The stand must be continually occupied by the Exhibitor during opening hours of the Show to the public.

e) Pass readers

The pass readers which may be purchased by the Exhibitor give the visitors the possibility to identify themselves on the Exhibitor's stand, so the Organiser may provide to the Exhibitor their following personal data at least: name, surname, company, phone number, email address.

This identification process depends on the visitors consent to have their personal data transmitted to the Exhibitor. For that reason, the Organiser does not guarantee the Exhibitor to provide him with a determined amount of data.

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

Finally, the Exhibitor is informed that the data collected by the pass readers will be used by the Organiser for statistical purposed, stand traffic analyses and interaction with the public.

14. PERMITTED PRODUCTS, BRANDS AND SERVICES

The Exhibitor is prohibited from exhibiting at its stand any products, brands and services other than those listed on its application form.





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Moreover, the Exhibitor hereby declares and warrants that it holds all intellectual property rights relating to the products and/or services exhibited, or that it has been authorised by the rights' holder to exhibit the products, brands or services at its stand.

The Exhibitor hereby warrants that the products and/or services it is exhibiting comply with all current applicable safety standards and accepts full liability for any defects in the aforementioned products and services; as such the Organiser cannot be held liable in this respect.

15. VISIBILITY

The Exhibitor shall be solely liable for the contents of all information supplied by it and intended to be broadcasted by the Organiser on the Show's website, and in particular for information about itself and its products and/or services and their characteristics, performance, prices, etc.

The Exhibitor hereby warrants that the aforementioned information is lawful and in particular that it complies with all current regulations relating to the name, offer, presentation, user manual, and description of the scope and terms of the warranty covering the goods, products or services that it is presenting online and, more generally, that this information complies with all current advertising and consumer protection laws.

The Exhibitor has sole liability for the publication of all texts, logos, illustrations, photographs, images, products and brands and the Exhibitor alone must hold the relevant reproduction rights.

The Exhibitor holds harmless the Organiser against any amicable dispute and judicial proceedings brought by a third party.

16. ILLICIT TICKET TOUTING

The act of offering for sale or showing with the intention to sell or transfer or supplying with the intention to sell or transfer any Show access passes (entry passes, invitations, tickets etc.) in a public or private place or on the Internet, without the authorisation of the Organiser, is a criminal offence punishable by questioning and arrest by the police and a fine of €15,000. The fine is increased to €30,000 for repeat offenders provided in article 313-6-2 of the Penal Code).

17. INVITATION CARDS

The copying or re-sale of invitation cards is strictly prohibited and shall be subject to prosecution and other sanctions provided in article 313-6-2 of the Penal Code).

If the fraudulent use of an invitation card (re-sale, copying, theft, etc.) is brought to its attention, the Organiser reserves the right to withdraw the invitation.

18. DEMONSTRATIONS AND OTHER EVENTS

a) Demonstrations

Demonstrations may only be held at the Show for those products that require a specific technical explanation. Furthermore, such demonstrations may only take place if the Organiser has given a special prior written authorisation. Demonstrations on a podium raised above the initially planned floor height are strictly prohibited. Demonstrations carried out using a microphone, or which harangue or solicit in any manner, are strictly prohibited. Any full or partial closure of an Exhibitor's stand during normal opening hours to the public and, in particular, during any demonstration, is strictly prohibited without express prior written authorisation from the Organiser.

b) Other events

All attractions, shows and events taking place within an Exhibitor's stand area must be authorised in advance by the Organiser. To this end, the Exhibitor shall provide specific details of the planned event (equipment and audio devices used, type of event, etc.).

In any event, the loudspeakers used may not exceed 30 decibels (dB) and they must face the interior of the stand and be angled towards the floor. The sound level shall not exceed 85 decibels (dB).

c) Under no circumstances shall any demonstration or event interfere with the neighbouring Exhibitor(s) or the general movement around the Show and, more generally, with the proper running of the Show. Failing this, approval may be revoked without warning.

19. ADVERTISING

All advertising using sound or lighting must comply with the Show's decoration regulations and shall be subject to the prior written agreement of the Organiser. Any such agreement shall be conditional upon the advertising not interfering with any neighbouring Exhibitor(s) or the general movement around the Show and, more generally, with the proper running of the Show. Failing this, approval may be revoked without further warning.

Distribution of brochures, vouchers and other printed matter intended to redirect Show visitors to the Exhibitor's stand is strictly prohibited in the aisles and throughout the Venue. Only brochures, vouchers and other printed material offered within the Exhibitor's stand are authorised.

Any documentation given to any visitor to a stand, such as a business card or order form, must bear the stand





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name or company name of the Exhibitor as it appears on the application form.

20. COUNTERFEIT ITEMS

The Exhibitor will personally ensure the protection of all intellectual/industrial property rights related to the materials, products, services and brands exhibited in accordance with any applicable current legislation and regulatory provisions, and the Organiser shall not be held liable for any failure to comply, particularly in the event of a dispute with another Exhibitor or a visitor to the Show.

In the event that a competent court finds that the Exhibitor has breached the provisions of the present clause, the Organiser reserves the right to oblige the Exhibitor to comply with any stipulations made in the court's findings.

Failing that, the Organiser reserves the right to refuse entry to the Exhibitor or to enforce any sanctions referred to in the Terms and Conditions without the Exhibitor having the right to claim any compensation.

21. DISPLAYING PRICES

Prices must be shown inclusive of all taxes and in the French language, in accordance with current applicable legislation, and must be clearly displayed to ensure the public is well informed. Any price reduction announcements (discount, rebate or cashback offer) through labelling, marking or display must comply with all current applicable legislation and regulations relating to the advertising of prices to consumers, and may only appear on small posters within the stand area. The maximum size of any such posted notices is 30 cm x 20 cm.

22. SACEM DECLARATION

Exhibitors wishing to play music at their stands must give the Organiser prior written notice of the same. Furthermore, the Exhibitor is exclusively liable for complying with intellectual property laws relating to the playing of music. Thus the Exhibitor shall make any necessary declarations relating to the playing of music to SACEM (the French royalty collecting body) and hereby undertakes to make any requisite payments.

The Exhibitor holds harmless the Organiser against all claims and/or actions brought by a third party as a consequence of the Exhibitor's failure to meet its obligations.

23. PHOTOS/BRANDS

The Exhibitor, for no charge, expressly authorises the Organiser to:

- take, should they wish to do so, photos and/or videos featuring the Exhibitor and/or members of its team, as well as any products exhibited at its stand,
- use any such images freely on all media and in particular for the purposes of advertising (including on the internet) in France and worldwide for a period of five (5) years beginning from the date of its application form,
- cite and reproduce, for no charge, its trademark and company name as a commercial reference for the purposes of communication on any media (including the internet) in France and worldwide for a period of five (5) years beginning from the date of its application form.
- Where applicable, represent, broadcast, reproduce, adapt, record, edit, translate, use, exploit at no cost the materials provided by the Exhibitor during the Show which the latter certifies being the owner of the copyrights or certifies having received all the required authorisations from the owner of the copyrights, and also the interventions of the Exhibitors for the purposes of communication on any media (including the internet) in France and worldwide for a period of five (5) years beginning from the date of its application.

Any Exhibitor who does not wish for all or part of their stand or any elements thereon (logo, trademark, model) or any members of their team to appear in photographs or films and/or on the Internet by way of advertising material promoting the Show, must advise the Organiser of this in writing before the beginning of the Show.

Furthermore, any Exhibitor wishing to take photographs of the Show must inform the Organiser in writing beforehand. Given this, the Exhibitor will personally ensure it possesses all necessary authorisations to take photographs at the Show and is exclusively responsible for complying with any image rights enjoyed by Exhibitors, public or any other participant to the Show.

24. CATALOGUE

Only the Organiser is authorised to publish, have republished and distribute the Show catalogue. All information required by the catalogue publishing team will be supplied by the Exhibitors, who remain responsible for it. Under no circumstances will the Organiser be liable for any omissions or reproduction, composition or other errors that may occur.

25. PRACTICAL INFORMATION

All information about the details of the Exhibitor's participation in the Show can be viewed in the Exhibitors' Space, accessible from the Show's website.





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26. CANCELLATION OR POSTPONEMENT OF THE SHOW DUE TO A FORCE MAJEURE EVENT

In the event of force majeure, preventing the holding of the Show under the initial terms, the Organiser will have the authority to cancel, modify the date, the duration of the Show and/or the Venue, decide its extension or its early closure or adapt the Show to the circumstances without the Exhibitors being entitled to claim any compensation whatsoever.

For the purposes of these Terms and Conditions, will be considered as force majeure ("Force Majeure") the following events:

- Any event qualifying as force majeure within the meaning of article 1218 of the French Civil Code, and
- Any event or situation, whether or not it meets the conditions of force majeure within the meaning of article 1218 of the French Civil Code, which makes it impossible to operate the Venue and/or to hold the Show or involves risks of disturbance or disorders likely to seriously affect the organisation and the smooth running of the Show or the safety of goods and persons (provided that it is not due to a fault or negligence on the part of the Organiser) such as:
 - fire, explosion, flood, storm, lightning, natural disaster;
 - riots, strikes, wars, acts of terrorism or actual threat of terrorism;
 - actual risk to the safety of persons and property;
 - epidemics and/or health emergencies, and/or health crises or actual health risks;
 - deterioration of technical equipment making it impossible to operate the Venue or compromising the smooth running of the Show;
 - supply problems regarding consumable materials;
 - administrative decision to close the Venue and/or to prohibit the holding of the Show, requisition, or decision of a third party binding on the Organiser.

In the event of Force Majeure, the Organiser will immediately notify the Exhibitors.

In the event of a cancellation of the Show due to a Force Majeure event, the amounts received by the Organiser will be refunded to the Exhibitors, after deduction of a proportion of the costs and expenses incurred by the Organiser for the holding of the Show (in particular, those relating to administrative costs, organisation, promotion and the conduct of the Show).

The amount refunded to each Exhibitor is calculated in proportion to the price due by each Exhibitor for its participation in the Show.

In the event of postponement of the Show to a later date and/or to a different Venue, in the event of a change in

the duration and/or opening and closing procedures of the Show or in the event of adaptation of the Show due to Force Majeure, the amount of the deposit or participation fee paid by the Exhibitor will be retained by the Organiser for its participation in the postponed Show, and the Exhibitor remains liable to pay the full amount due for its participation in the postponed Show in accordance with the terms of payment as amended mutatis mutandis. The Exhibitor is not entitled to claim, under any circumstances, reimbursement of any amount paid or any compensation whatsoever.

27. UNFORESEEN CIRCUMSTANCES

In the event of a change of circumstances unforeseeable at the time of the conclusion of the contract, making its performance excessively onerous for the Organizer, the Organiser reserves its right to cancel the Show or to modify, prior to the Show, the date, the Venue, the duration of the Show, as well as the opening and closing hours of the Venue which will host the Show.

These modifications shall not substantially alter the format of the Show and shall be notified to the Exhibitor with reasonable notice.

In the event of cancellation of the Show under the conditions of this article, the amounts received by the Organiser will be refunded to the Exhibitors, without the Exhibitors being entitled to claim any compensation whatsoever.

In the event of a modification of the Show or the conditions of organisation as provided for in this article, the amount of the deposit or the participation fees paid by the Exhibitor will be retained by the Organiser for the participation of the Exhibitor in the Show as modified and the Exhibitor remains liable to pay the full amount due for its participation in the Show in accordance with the terms of payment as amended mutatis mutandis. Exhibitors are neither allowed to demand a partial or total refund of the amount of the participation fee nor to claim any compensation whatsoever.

Article 1195 of the French Civil Code, relating to unforeseeable changes of circumstances, does not apply to these Terms and Conditions and to any contract entered into between the Organiser and the Exhibitor on the basis of these Terms and conditions. The Organiser and the Exhibitor declare that the Contractual documents contain the provisions that they have deemed sufficient and necessary to deal with such changes, including the provisions of this Article 27, and that, for the rest, they agree to bear the risk of changes as referred to in Article 1195 of the French Civil Code. Each party expressly waives the right to invoke the provisions of Article 1195 of the French Civil Code, and all rights it might have benefited under that article.

28. PERSONAL DATA





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The Organiser, as data controller, process the Exhibitor's personal data in order to manage its application to participate in the Show and its business relationship with the Organiser in accordance with these General Terms and Conditions of Participation. Said information and personal data will also be processed for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Organiser to improve and personalize the services that it offers. Depending on the choices made by the Exhibitor on its application form, the Exhibitor may also receive, by any communications channel, business proposals and news on the Organiser's activities and services. The Exhibitor's personal data may be processed, on the basis of the consent (which he may withdraw at any time) in order to communicate to him business proposals and news about other EQUIP AUTO events and/or their partners, by any communications channel.

Only the Organiser's in-house teams and the service providers that it has authorized in connection with the organization and management of the Show will have access to the Exhibitor's personal data. If applicable, these data can be communicated to third parties, according to the Exhibitor's choice (the Organiser's partners/entities).

The personal data that must necessarily be provided are indicated as such on the application form and are necessary for the conclusion and performance of the contract between the Exhibitor and the Organiser. The Organiser will not be able to process the Exhibitor's requests without said data.

In accordance with the applicable regulations, the Exhibitor has a right of access, a right of rectification, a right to object to the processing of its data, a right to delete data and to limit its processing and a right regarding the portability of its data. The Exhibitor may exercise these rights at any time by writing to EQUIP AUTO 43 route de Vaugirard 92190 Meudon – France, or by email à privacy@equipauto.com. Finally, the Exhibitor has the right to lodge a complaint with France's *Commission nationale de l'informatique et des libertés* (the "Cnil").

The Exhibitor's personal data will be kept for the duration of its commercial relationship with the Organiser and then for a period of three sessions from the date on which the Exhibitor most recently expressed an interest.

The data needed to establish proof of the said relationship, the data needed to comply with these General Terms and Conditions of Participation and the data needed in order for the Organiser to comply with its legal and regulatory obligations shall be kept in accordance with provisions in force.

29. SUBSTITUTION OPTION

As part of the execution hereof, the Organiser may at any time be free to:

- be replaced by any company from the Group to which it belongs, understood as referring to any controlling, controlled by or placed under the same control as the Organiser (as defined by Article L 233-3 of the Commercial Code), or
- assign or transfer, in any way and to any person of its choice, the rights and obligations ensuing from these Terms and Conditions, namely in the event of sale or lease management of the Show's business assets.

It is expressly agreed that this transfer and substitution will not alter the application to participate in the Show, which the Exhibitor will uphold.

30. COMPLIANCE

The Exhibitor shall abide by all applicable legal requirements governing the duties (especially the Sapin 2 law, the Foreign Corrupt Practices Act and UK Bribery Act for anticorruption requirements), obligations, and internal business practices that shall be transmitted to the Organiser and shall obtain any permits or licenses necessary for its operations. The Exhibitor shall not undertake any action in violation of any applicable legal requirement that could result in liability being imposed on the Organiser. The Exhibitor engages to comply with the internal policies disclosed by the Organiser and any requirement edited by those.

31. CLAIMS AND DISPUTES - GOVERNING LAW - JURISDICTION

All complaints must be sent by registered post with confirmation of delivery within ten (10) days of the Show closing.

The parties shall endeavour to settle amicably and rapidly any dispute that may arise between them in relation to the conclusion, interpretation, execution, or termination of the contract and these Terms and Conditions. If at the end of a period of 90 calendar days after the date of receipt of the registered letter with acknowledgement of receipt notifying the dispute, the Organiser and the Exhibitor do not reach an agreement, the dispute will then fall within the exclusive jurisdiction of the courts of Nanterre.

Participation in the Show and all actions taken in relation to this participation are subject to French law.

In case of contradiction between this translation of the General Conditions of Participation and the French version thereof, only the French version shall prevail.

32. TOLERANCE





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Any tolerance shown by the Organiser regarding any partial or complete failure by the Exhibitor to carry out any provision(s) set out in the Contractual documents shall under no circumstances, irrespective of the duration or frequency, give rise to any rights which benefit the Exhibitor, nor shall such tolerance modify, in any manner, the extent or terms of performance of the Exhibitor's obligations.

33. INVALIDITY

In the event that one or more provisions of these Terms and Conditions are found to be invalid or declared as such under any law or regulation or following a final court decision, the remaining provisions will remain in force and retain their scope of application.

34. SANCTIONS

In the event of any breach of the Contractual documents, the Organiser, having given formal notice if necessary in the presence of a bailiff in respect thereof and where the breach remains unremedied, shall have the right to close the corresponding Exhibitor's stand forthwith and prevent the Exhibitor from entering the stand area, without such an action giving rise to a right to claim material or non-material damages from the Organiser in respect thereof.

The Exhibitor shall be liable for any costs arising from the Organiser's intervention (bailiff's fees and/or fees relating to the stand closure).

In any event, once any breach has been identified, the Organiser has the right to terminate this contract without incurring liability for any losses suffered by the Exhibitor, and will be free from any commitment towards the latter.

In addition, the Organiser has the right to refuse the Exhibitor admission to any Show organised by any company within its Group for a period of three (3) years.

