

ARTIBAT 2023 : General terms and conditions of sale - 1/3

This translation is brought to you for guidance only. In the event of a claim, the original French General terms and conditions and French law shall be applicable. The French version is available on request from the Sales Department.

Art. 1 – General conditions

The ARTIBAT 2023 trade show will be held on 18th, 19th and 20th of October 2023 in Rennes. ARTIBAT is organised on the initiative of and is the property of the CAPEB Regional Union Pays de la Loire, hereinafter referred to as "the Organizer". The receipt by the Organizer of the Exhibitor's application form implies that the Exhibitor has read these terms and conditions as well as the terms and conditions of use for Rennes Airport Exhibition Park and accepts them tacitly and unreservedly. Also, the Exhibitor undertakes to comply with all terms and conditions which may be drawn up at a later date or communicated verbally by the Organizer in the interests of the event.

The Organizer reserves the right to change the category listing of the event without the participants being able to claim compensation.

The Organizer reserves the right to modify at any time the opening and/or closing date and the duration of the exhibition, or to cancel or extend it.

In all cases the Exhibitor assumes all risks should the exhibition be changed or not take place at all, including exclusive responsibility for the costs he has incurred in preparing for the exhibition.

In the event that, for external reasons beyond the control of the Organizer (such as fire, flooding, destruction, accident, fortuitous events, strike, riot, storm, terrorist threat, health situation (...) at the local, national or international level), the exhibition cannot take place, applications to participate which had been accepted are cancelled. In this case, only the amounts available, after payment by the Organizer of the expenses incurred, are distributed between the Exhibitors, pro rata to the amounts paid by each of them. The Exhibitor leaves it to the Organizer to assess whether the exhibition should be suspended or evacuated due to threats to the public and undertakes not to make any objection or to claim financial compensation.

PARTICIPATION

Art. 2 – Admission

General obligation of conformity - All French or foreign companies and individuals manufacturing or distributing products or services for the construction sector are authorised to exhibit. The Exhibitor may only present on its stand products and/or services which comply with classification by activity as defined by the Organizer in the application form and in accordance with public order and the laws in force. To that end, Exhibitors are formally prohibited from exhibiting illicit products or products resulting from illicit activities. It is also forbidden for any person not authorised to do so by law to offer services or products considered to be regulated activities within the meaning of the law. Exhibitors who infringe these provisions may be subject to legal proceedings without prejudice to any measures which the Organizer may take to prevent the situation.

Exhibitors undertake to occupy their site with a view to presenting and promoting their products and services to the public. In the event of non-compliance with this rule, the Organizer reserves the right to refuse the stand or to close it during the event.

Concerning the digital application form - registration by the ARTIBAT web platform

The Exhibitors can apply online.

The Exhibitor, after identifying himself with his login and password, increments his basket of services (stand layout, communication tools ...).

The request is made by entering data on successive screen pages.

At each step, the Exhibitor clicks to go to the next step and gradually fills his basket. At the end of the process, all the data entered by the Exhibitor will be gathered in a "request summary" page that allows the Exhibitor to check the content and the amount of his request and to correct any errors.

After verification and if necessary, the Exhibitor may cancel or confirm his request after reading and accepting the general terms and conditions. Once the digital application form has been sent, the client receives an e-mail confirming the receipt of his request, recalling the details of it and the general conditions previously accepted by him.

Once the digital application form has been submitted, no changes can be made online.

The Organizer clears himself of any computer malfunctions beyond his control.

Admission All requests to participate, including those submitted via the digital application form, will be validated subject to review by the Organizer. The Organizer decides at all times on refusals or admissions, without being obliged to give the reasons for its decisions. Admission is sanctioned by a written confirmation, by all means, from the Organizer to the Exhibitor. The application form will become final once the application has been registered, validated by ARTIBAT and the 40% deposit paid by the Exhibitor under the conditions referred to in Article 9 of this Regulation.

Refusal of admission may not give rise to the payment of any compensation other than the refund of any sums paid. Furthermore, ARTIBAT, organised by the CAPEB Regional Union Pays de la Loire, is a promotional tool of the CAPEB, associated employers' organisations and various organisations which are members of it; as well as a coordination tool for encouraging the distribution of technical information for the benefit of tradesmen, small construction companies and public works companies. Therefore, it is legitimate that the presence of any professional organisation of employees or company directors will be subject to the approval of the Board of the CAPEB Regional Union Pays de la Loire. The Board will assess independently the compatibility of their presence in terms of competition, the interests defended and the positions expressed with the promotion of the image, development and ideas supported by the CAPEB, as well as those of the other organisations belonging to the U2P. To that end, it may refuse any admission which is believed to be contrary to these objectives.

Exhibitor's bankruptcy - Despite its acceptance and even after the stands have been distributed, any application to participate from an Exhibitor whose business

is managed, for whatever reason, by an official receiver or with his assistance is considered to be void. The same applies to any application from a company which has gone into receivership between the date of its application being received and the show's opening date. Nevertheless, should the company be legally authorised to pursue its operations, the Organizer is free to decide to maintain its participation.

Art. 3 – Commitment to participate

All applications to participate must be sent to ARTIBAT 1, rue Louis Marin, 44200 NANTES - FRANCE.

Once registered and validated by the Organizer, an application unequivocally and definitively commits its subscriber, which is then required to pay the full amount of the invoice (Chapter 3 Art. 0302 of the General Terms and Conditions of the Federation of Fairs, Shows and Congresses of France). By signing the application or sending it by the digital application form, the Exhibitor is obliged to occupy the stand or the space allocated during the opening hours defined by the Organizer, to leave the stand in place until the closure of the show and to only remove goods on the evening the show closes to visitors. It is forbidden to leave exhibited goods covered during opening hours.

Art. 4 – Transfer / Joint Exhibitor

Transfer of stand - The transfer of all or part of the stand or space is forbidden. Any company wishing to participate in the show, on the stand of another exhibiting company, even temporarily, must apply to the show's Organizer.

Joint Exhibitor: individual or company which, within a dedicated exhibition space, occupies its own area under its own brand name and presents its products or services through the intermediary of its own staff. Such a company must pay the registration fee of €290 regardless of the surface area occupied.

Art. 5 – Additional services (options)

Packs and communication tools ... are considered as optional services / products.

All additional services and products are subject to these general terms and conditions. Those ordered outside this application form must be paid in full.

Art. 6 – Withdrawal

Notice of withdrawal must be sent to ARTIBAT - 1, rue Louis Marin, 44200 NANTES - FRANCE, by all means.

Withdrawal before the 15th of June 2023 the down payment of 40% is retained by the Organizer. The Organizer can also retain in totality any amount already paid by the Exhibitor as additional services or products.

If the Exhibitor withdraws after the 15th of June 2023, regardless of the reason, it is required to pay its participation fee in full and to pay any invoice which concerns it, even if another Exhibitor benefits from the exhibition service.

- In the event of the cancellation of an additional service, the Exhibitor is liable for the total amount of the sums billed and paid.

Art. 7 - Non-occupation of the exhibition space 24 hours before the show's opening

- If an Exhibitor, for whatever reason, does not take possession of its exhibition space 24 hours before the show's opening, it is considered to have withdrawn. In this case, the Organizer is free to do what it wants with the missing Exhibitor's exhibition space without the latter being entitled to claim a refund or compensation.

FINANCIAL PARTICIPATION

Art. 8 – Revision of the price of participation

The price of participation may be revised if there is a slight change to one of the components between the date of the receipt of the application accompanied by payment and the date of the show's opening.

Art. 9 – Terms of payment

Only applications duly completed and signed or agreed in the digital application form and accompanied by a deposit of 40% of the total amount including VAT will be taken into account.

Payment by cheque payable to ARTIBAT or by bank transfer should be as follows:

Before the 15th of June 2023 : Payment of a deposit of 40% of the total amount, including taxes, when applying to participate, or when the invoice for the deposit is sent. Without payment of this sum, the application will not be registered.

Balance must be paid before the 15th of June 2023. In the absence of the payment of this balance, the Organizer reserves the right to keep the sums already paid and to use the stand space as it wishes

An application returned after the 15th of June must be paid in full when registering. An order for a technical service may only be registered if all earlier invoices have been paid in full.

Apart from the Worksite equipment and vehicles universe, stands are provided pre-equipped; no reduction is granted for the provision of "floor space only", whether for a main stand or a complementary stand.

No reduction will be applied in the event of early payment.

Art. 10 - Non-payment

Non-payment of the participation fee in accordance with the payment schedule provided for in these general terms and conditions results in the cancellation of the right to access the allocated space. Sums already paid remain owing in the event of a booking cancellation or of non-payment by the specified deadlines.

In the case of the Exhibitor's non-compliance with the payment schedule, ARTIBAT reserves the right to apply, from the date of the Exhibitor's receipt of a formal demand sent by registered letter with acknowledgement of receipt, a penalty of three times the legal interest rate per month of late payment of the sums owing, with this amount increased by a fixed-rate compensation of 10% by virtue of the penalty clause and without prejudice to any costs which may be incurred for the debt's collection. Furthermore, Act No.2012-387 of 22 March 2012 concerning the simplification of law and administrative procedures requires the Organizer to claim a fixed-rate compensation of €40 for debt collection charges in the event of late payment.

STANDS

Art. 11 – Notification of your stand location

The Organizer decides how the stands will be allocated (in the halls or outdoors) as well as the groups of stands exhibiting together. The Organizer may, at any time, if it deems it to be necessary for whatever reason, in particular in the event of a large number of registrations, modify the surface area occupied or the siting of the stands. No reserve will be accepted from the Exhibitors.

If the modification concerns the agreed surface area, this will give rise to a proportional reduction in the price of the service. Wishes expressed for the siting of stands will be taken into account whenever possible, subject to availability.

The siting of stands allocated to Exhibitors is communicated by the "notification of your stand location". Any complaint concerning the final siting laid down in the plan must be presented within eight days. After this date, the suggested siting is considered to have been accepted by the Exhibitor.

The Organizer may not be held liable for the following:

- differences between the dimensions indicated and the actual dimensions of the space,

- modifications in the stand's environment (modification of neighbouring stands, reconfiguration of aisles following receipt of registrations).

Participation in earlier events does not give the Exhibitor any right to participate in subsequent events or to occupy a specific space.

Art. 12 – Stand with upper floor

The installation of stands with an upper floor is only possible if the plan is validated and prior authorisation is received from the Organizer and the Security Manager. The Exhibitor must produce a conformity certificate for the structure and its assembly at the exhibition issued by an inspection body. Authorisation for installation also depends on the siting of the stand inside the hall and its floor space. The impact of the stand on the general appearance and good visibility inside the hall, as well as on neighbouring stands, is a decisive criterion for the authorisation of this type of stand. Stands may only include one floor.

The surface area must be equal to no more than 10% of the stand's surface area of less than 300m².

Art. 13 – Security Committee

Under the general security plan imposed by the Prevention and Security Department, the Security Committee is in charge of examining all construction or personal installation projects which may be planned by Exhibitors (houses, mezzanines or stands with an upper floor, advertising...).

Stand installations must be completed before the Security Committee's checks on 17 of October 2023.

During the Security Committee's visit, Exhibitors must be present on their stands and be able to present conformity certificates for the structure, certification of good assembly on the site by an approved service provider and reports concerning fire resistance classification for the stand's structure and installation.

The Organizer declines all responsibility in the event of a decision by the Security Committee to close a stand for non-compliance with the regulations in force.

Art. 14 – Modification of stands – Damages

When taking possession of the stand allocated to it, the Exhibitor must note any damages which may have occurred to the premises and equipment provided. This report must be submitted to the Organizer on the day that the Exhibitor takes possession of the stand; after this date, all repairs will be invoiced to the Exhibitor. The Organizer declines any responsibility concerning the constructions or installations built by the Exhibitors

On the stands, it is forbidden to cut, pierce, modify, paint, glue, or damage in any way the partition walls, floors or ceilings and any equipment supplied by the Organizer. The Exhibitor will be held fully liable for any infringement of this rule in the case of damages, disturbances to neighbours, or accidents.

All exhibition spaces must be returned in their original condition, at the Exhibitor's expense, and must be vacated by Saturday 21 of October 2023 at midday at the very latest. Exhibitors are liable for any accident or claim which may result from the non-execution or late execution of these provisions.

Art. 15 – Installation and dismantling

The Organizer determines the timetable for assembling and dismantling exhibition spaces:

-During the assembly and the dismantling, it is the responsibility of the Exhibitor to ensure that him or his installer respect the schedules and the safety rules imposed by the french authorities and the Organizer. Failure by an Exhibitor to respect the installation or dismantling timetable allows the Organizer to claim the payment of penalties of a lump sum of 1,500 euros including taxes.

The Exhibitor shall bear responsibility for all actions taken by him or his installer outside the schedule and times set by the Organizer.

-In case of not dismantling within the specified time, the Organizer may proceed with the removal and/or destruction of any equipment remaining on site after the deadline, as well as the refurbishment of the space conceded. It allows the Organizer to claim to the Exhibitor the payment of penalties of a lump sum of 1,500 euros including taxes.

The organizer will proceed, at the expense of the Exhibitor, to the removal and / or the destruction of the material remaining in place after the deadline, as well as the restoration of the conceded site.

Art. 16 – Installation and decoration of stands

Stand layout and decoration is carried out by the Exhibitors and under their responsibility.

The installation of the stands must not, in any case, damage or modify the permanent installations of the exhibition venue and they must not affect the convenience or safety of other Exhibitors and visitors.

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Under the general architecture and decoration plan for stands, the Organizer reserves the right to remove or modify any installations which are harmful to the show's general appearance, which might disturb neighbouring Exhibitors or the public, or which do not comply with the stand equipment and layout submitted for approval two months before the show. The Organizer may withdraw the authorisation granted in the event of a disturbance to neighbouring Exhibitors, the public's circulation or the show's general organisation. For each failure by an Exhibitor to respect the installation and decoration of stands allows the Organizer to claim to the Exhibitor the payment of penalties of a lump sum of 1,500 euros including tax.

SUBCONTRACTING

Art.17- Subcontracting

The Exhibitor may, if he wishes, and under his full responsibility subcontract to third parties, hereafter the subcontractors, all or part of the layout of the site which has been allocated to him provided that:

- the subcontractors have not previously been involved in a significant dispute with the Organizer,

The contract he will conduct with his subcontractors includes:

• all clauses of the general conditions of sale of the Organizer, which may concern them,

• the safety notice

The contract must not contain any modifying or derogating provisions to the general conditions and the safety notice.

The contract contains:

• a waiving recourse by subcontractors of the Exhibitor regarding the Organizer, for any direct or indirect damage, tangible or intangible, that the latter could cause to the Exhibitor, to his sub-contractors contractors, their property, their servants and the property of the latter,

• the irrevocable undertaking by subcontractors of the Exhibitor to obtain an identical waiver of recourse by their insurance companies.

The Exhibitor is strongly in favor of the Organizer that the waivers referred to above will actually be subscribed by its subcontractors and its insurance companies and undertakes to compensate the Organizer direct or indirect consequences of any claim or legal action that the Exhibitor's subcontractors, their agents and / or their insurance companies may make or bring against the Organizer, including the costs and fees that the latter must have owed engage to assert his rights.

The fact for the Exhibitor to contract with subcontractors will not modify in any way the contractual relations between the Organizer and him, **the Exhibitor remaining single and only responsible regarding the Organizer of the perfect execution of the ARTIBAT'S General terms and Conditions.** Subcontractors of the Exhibitor will be regarding the Organizer deemed to have received a mandate from the Exhibitor to act in his place.

SIGNS – POSTERS

Art. 18 – Signs, posters

It is forbidden to place boards or advertising signs outside the surface area allocated to the Exhibitor. In the case of an infringement, the Organizer will remove, at the Exhibitor's expense and without prior warning, any elements affixed in defiance of this rule. Furthermore, it is forbidden to add any form of inscription to the external side of the banners supplied.

CATALOGUE – WEBSITE

Art. 19 – Official Guide and Website

The Exhibitor is obliged to appear in the show's Official Guide as well as in the Exhibitors' 2023 section of the show's website, both published by the Organizer and designed to present the companies participating in the show and the products and services they offer.

Only the Organizer has the right to edit, or have edited, and distribute the show's Official Guide.

The information published both in the show's Official Guide and on the website is taken from the information provided by the Exhibitor in the registration form or on www.artibat.com which must be sent to the Organizer before the specified deadline. The Organizer declines all responsibility for errors or omissions which may appear in the Official Guide or on the website and reserves the right to modify the presentation or content whenever it deems it to be necessary.

The Organizer can promote the Event by using the brand of Exhibitors already registered except express request from an Exhibitor.

BROCHURES – LOUDSPEAKERS – SOLICITING

Art. 20 – Brochures, Loudspeakers, Soliciting

The distribution of brochures is only possible inside stands.

Advertising by voice or with a microphone and soliciting is strictly forbidden. The Organizer reserves the right to forbid any form of advertising which may cause damage to another individual or organisation. Advertising of prices and the distribution of advertising objects are subject to the regulations in force.

For failure to comply with this requirement, the Organizer is allowed to claim to the Exhibitor the payment of penalties of a lump sum of 1,800 euros including tax for each offence.

ENTRY BADGES

Art. 21 – Exhibitor's badges

Each Exhibitor will be allocated Exhibitor's badges in proportion to the surface area of its stand (see the Exhibitor's online guide) and after full payment of the sums owed.

CONSUMPTION OF ALCOHOL

Art. 22 – Consumption of alcohol

In order to limit the excessive consumption of alcohol on stands, which may be harmful

to the show's general atmosphere and dangerous to public safety, Exhibitors are asked to limit their distribution of alcohol and to opt for alcohol-free drinks. In this respect, in the case of repeated complaints from visitors and/or Exhibitors concerning the general attitude of certain Exhibitors, the Organizer reserves the right to demand the closure of the stand of the Exhibitor at fault, supervised by a bailiff.

ACCESS AND CIRCULATION OF VEHICLES AND GOODS

Art. 23 – Access and circulation of vehicles

Stands are accessible to Exhibitors and visitors on the days and times stipulated in the "Exhibitor's online guide". During the event, parking places will be provided for Exhibitors. Exhibitors and their delivery services must have finished supplying their stands half an hour before the show opens to the public.

The times, parking and vehicle admission conditions will be communicated in the "Exhibitor's online guide". Parking is strictly forbidden in and around the exhibition halls in order to ensure access for security vehicles. Any vehicle parked outside of the authorised times and spaces will be removed at the owner's expense.

Art. 24 – Goods

Each Exhibitor is in charge of the transport and receipt of its own goods. It is obliged to read the Organizer's instructions concerning the entry and exit of goods, especially everything concerning the circulation of vehicles within the show's enclosure. Products and equipment taken to the show may not, under any circumstances, be removed during the show.

CLEANING – WASTE

Art. 25 – Basic stand cleaning and stand packs

This service is provided by a specialist company approved by the show's Organizer. Cleaning concerns basic stands and stand packs and includes vacuum cleaning and floor sweeping.

On the day before opening, it is up to Exhibitors to remove the film covering the stands' carpeting and to deposit it in the aisles so that it can be removed by the cleaning teams.

Art. 26 – Elimination of waste

New European directives concerning the sorting and elimination of waste and their inevitable generalisation to all sectors of activity require the Organizer to conform to regulations in this field. Thus, the Organizer undertakes to provide Exhibitors with containers outside the halls where they can remove waste (cardboard, wood, glasses, etc.) and also to raise Exhibitors' awareness about the interest for them in managing their waste production. The Organizer reserves the right to pass on any costs concerning the removal and/or destruction of waste for any Exhibitor which does not comply with these requirements.

INSURANCE

Art. 27 – Exhibitor's public liability insurance

Exhibitors are required to purchase a comprehensive insurance policy and a public liability insurance policy from the insurers issuing the group policy drawn up on behalf of the Exhibitors and approved by the Organizer. The fixed cost of this mandatory insurance guarantees:

- Comprehensive cover for the goods exhibited and the layouts and installation of stands for a sum of €183 per sqm in the hall and €76.22 per sqm on the exterior terrace. If the actual value of the objects exhibited exceeds the sum guaranteed, the insuror is considered as its own insurer for the excess. Through ARTIBAT, a complementary insurance policy is available to Exhibitors (see the 2023 Exhibitor's online guide). This guarantee only applies if the Exhibitor has submitted the "Insurance" form in the Exhibitor's guide before the show's opening duly completed with a description of the products and equipment exhibited.

-The Exhibitor's civil liability regarding third parties, with the exception of prevention of use, loss of benefits, loss of earnings, indirect losses, etc., and, more generally, any exclusions provided for in contracts of this type.

The Exhibitor is liable, as much with regard to the Organizer as with regard to the other participants and third parties, for any damage which may be caused by its employees or by products exhibited by it.

Art. 28 – Exclusions

In particular, the following is excluded from the mandatory insurance cover:

- Inherent defects, normal or gradual wear and tear caused by usage, time or variations in humidity or temperature;

-Leakage of liquids;

-Abrasion, scratching and chipping;

-Damage caused by rain, hail or any other atmospheric events, as well as animal waste when the insurance concerns objects exhibited outdoors or in tents with a surface area of less than 20m², or in tents with open sides or marquees which are not closed;

- Theft;

- under cover of a strike, riot, fire, explosion or flood;

- following the abandonment of the exhibition site by the Organizer and the Exhibitors after the event's closure, or after evacuation, even partial, has been decreed by the public authorities;

-Theft or misappropriation by the Insuror's family members, as per article 308 of the Penal Code, or with their complicity;

- Theft or misappropriation by the Insuror's employees or any other person in charge of the stand's supervision;

-Theft or damage to the goods insured during opening hours when the stand is left unattended;

-Personal effects, identity documents, valuables, cash and mobile phones belonging to Exhibitors and their employees, as well as any person participating in the exhibition's organisation or installation;

- Items missing from stands following the distribution or free tasting of goods, foodstuffs or beverages of any kind;

-Missing items noted in the inventory at the end of the event concerned;

-Removable programmes and software packages; for all other programmes and

software packages, the guarantee only applies if the Insuror has kept a backup copy; the Insuror's cover is limited to the cost of reproducing this backup copy;

-CDS, DVDs;

- Damage, theft or missing items among goods and equipment made available to the public for handling or testing;

-Damage as a result of insufficient packaging, lack of packaging or an error in packaging or stowage;

-Any loss, theft and damage caused to objects placed aboard a road vehicle parked inside the event's enclosure;

-The consequences of customs infringements or other fines, confiscations, seizures, or sequestrations;

-Any non-material damages, such as loss of use, commercial prejudice, or loss of earnings;

-Damage to tools or interchangeable parts such as fuses, contact brushes, tubes, lamps, valves, condensers, resistors and transistors, unless they are the consequence of a guaranteed event;

-Transport risks, including loading and unloading;

-The risk of breakage of fragile objects such as terracotta, plaster, marble, glass, porcelain, ceramic, cast iron, windows wax models, paintings under glass and similar objects;

-Theft without forced entry during the show's closing times;

The aforementioned list only mentions the main exclusions, and is only an extract of the General and Special Conditions of the insurance policy, which alone prevail in the settlement of a claim.

The Exhibitor irrevocably undertakes that the insurance policies that he subscribes to include an identical waiver of recourse by his insurers. The Exhibitor and his insurers undertake to abandon all recourse against CAPEB Pays de la Loire, its insurers, any Exhibitor and any other intervenor on their behalf, because of any bodily injury, material and / or immaterial, direct and / or indirect, resulting from fire, explosion or water damage, as well as any loss of exploitation.

Art. 29 – Prevention measures

During the show's opening days and times, small fragile and valuable objects must be kept in solid glass cases fitted with thick glass and lever tumbler locks. Objects are only insured against theft if the glass cases or safes holding them are broken, burgled, or the lock has been picked. It is the Exhibitor's responsibility to provide proof of the value of the missing or damaged object by means of the purchase invoice or an expert assessment carried out at its own expense.

Laptop computers, computer equipment and plasma screens must be protected against theft using security systems adapted to this type of material. Outside of opening hours and at night time, any equipment of a size which allows it must be removed from stands or locked up, and only theft by forced entry will be covered during these periods.

Art. 30 – Surveillance

The Organizer is in charge of the show's general surveillance and ensures its smooth running under the very best conditions, but this is an obligation of means and not an obligation of result. There is a major risk of theft while the stand is being assembled and dismantled, and your stand must therefore be supervised at all times. The insurance period starts two clear days before the show's opening and stops on the second day after closing (except for theft, for which the guarantee applies from two days before the opening date up until the show's closure).

Art. 31 – How the guarantee works
In the event of damage or theft during the event, the Organizer should be informed immediately by contacting the Show Manager in order to draw up a claim form. A complaint receipt will be submitted to the Organizer or sent to its office: CAPEB Pays de la Loire- ARTIBAT - 1 rue Louis Marin 44200 NANTES FRANCE. In the event of theft during the guarantee period, a report must be filed at Bruz police station within 48 hours of the event being noted (failure to do so may result in the insuror losing the right to benefit from the insurance cover). The non-payment of the total of the invoices before the show's opening may lead to a loss of cover. In particular, in the event of theft, the insurer reserves the right not to pursue a refund claim.

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RESTAURANT FACILITIES

Art. 32 – Restaurant area

Any service provider or Exhibitor with a restaurant activity must comply with the regulations laid down in decree 26/09/80 which requires it to declare its activities to the Veterinary Services of Brittany, which has visiting rights for the show, chapter III of annex II of EC regulation 852/2004 laying down the general and specific rules of hygiene which apply to foodstuffs for mobile and/or temporary sites, and the 1987 security regulation.

Art. 33 – Cooking

Only ≤ 3.5 Kw microwaves, bains-maries and electric heat-maintaining ovens are authorised inside the halls. All working devices must have been declared. It should be noted that it is strictly forbidden to place any form of cooking point outside of the halls (barbecue, French fries, pancakes, etc.).

TAKEAWAY FOOD SALES

Art. 34 – Takeaway food sales

Takeaway food sales are limited to samples and articles of a value of less than €80.00 inc. VAT, in accordance with article 1 of decree No.2006-768 of 29 June 2006 concerning the upper limit for the value of goods available for sale on site and destined for the acquirer's professional use during a professional show. Over this limit, takeaway sales are forbidden.

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SECURITY

Art. 35 - General terms

The organizer is in charge of the general surveillance of the show and ensures its progress in the best conditions, but this is an obligation of means and not of result. Indeed, surveillance is the sole responsibility of the Exhibitor. Throughout the event the Exhibitor undertakes to respect and enforces the security measures imposed by the administrative or judicial authorities, as well as the security measures transmitted by the Organizer. The stand fittings must comply with the safety specifications and may be subject to the control of the Departmental Safety Commission, which may issue opinions, obligations or even decide that the stand can not be operated. (Safety Notice available on request from our sales department commercial@artibat.com).

During the assembly, disassembly and during the event, the Exhibitor undertakes to use only duly declared persons and under the conditions laid down by the laws and regulations in force regarding working conditions. It will impose the same constraints on its subcontractors. Controls, at the sole initiative of the labor inspectorate, are likely to occur during the preparation and during the event. The Organizer declines all responsibility in the event of a decision to close an orderly stand following a control due to non-compliance with the safety rules.

Art. 36 - In the event of fire or panic

Exhibitors must comply with the decree of 18 November 1987 concerning security regulations against fire and panic risks in establishments open to the public (type T).

Art. 37 - Working machines and demonstrations

Working equipment is subject to an authorisation by the Rennes Security Committee (see articles T39 and T40 in the legislation and regulation concerning public buildings). Demonstrations are carried out under the Exhibitor's sole responsibility and are subject to the present regulation and security instructions. A security perimeter is mandatory around working devices or machinery and should be installed with ropes, barriers, etc.

All machines used for demonstrations must be fitted with a security device and must have been declared on the "Declaration of working devices and machines" sheet in the Exhibitor's online guide.

SERVICES

Art. 38 - Intellectual property

The Exhibitor ensures the intellectual protection of the materials, products and services he exhibits (patents, brands, models, ...), in accordance with the legal and regulatory provisions in force. These measures must be taken before the presentation of materials, products or services, the organizer does not accept any responsibility, especially in case of dispute with another Exhibitor or a visitor.

The Exhibitor guarantees the Organizer that it has acquired the intellectual property rights for the goods/creations/brands which it exhibits and all of the rights and/or authorisations required for their presentation at the show. The Organizer does not accept any responsibility in this field.

The Organizer will be entitled to exclude Exhibitors with convictions in the field of intellectual property, in particular for forgery.

The Exhibitor authorises the Organizer to reproduce and represent the goods, creations and brands which it exhibits for the duration of the rights concerned, free of charge and in all territories, in the show's communication tools (internet, exhibition catalogue, invitation cards, visitors' plans, promotional video, etc.), and, more generally, on all material designed to promote the show (photography at the show to be published in the traditional press or on the internet, television programmes made at/during the show, etc.). The Exhibitor guarantees the Organizer that it has obtained all the rights and/or authorisations required for the aforementioned uses from the holders of the intellectual property rights of the goods/creations/brands which it exhibits.

Art. 39 - Collecting society

In the absence of an agreement between copyright collection and distribution companies (e.g. SACEM) and the Organizer, the Exhibitor will deal directly with these organisations if it uses music in any way within the show's enclosure, with the Organizer declining all liability on this matter.

The Organizer may, at any time, ask the Exhibitor to produce the corresponding documentation.

Art. 40 - Personal data

The personal data provided by the Exhibitor to the organizer is necessary for the contract and the related services. The persons mentioned in the ARTIBAT's application form may be contacted for the purposes of monitoring the file and to facilitate the participation of the Exhibitor at the show.

The information collected is necessary for the processing of your request by the ARTIBAT services. It will be used, exploited and processed for this purpose and in the context of the commercial relationship that may result. ARTIBAT is expressly authorized to use the information collected for the purposes of direct or indirect prospecting by him or his partners.

In accordance with the law "Informatique et Libertés" of January 6th, 1978 as amended and the European Data Protection Regulation EU 2016/679, you have the right to access, rectify, port, erase them or a limitation of the treatment for the information which concerns you. You may object to the processing of your personal data and have the right to withdraw your consent at any time by contacting this address: commercial@artibat.com

Regarding the personal data that the Exhibitor may have access to during the exhibition, the Exhibitor agrees to comply with all laws relating to the protection of personal data, including the EU regulation 2016/679 of the European Parliament and the Council of 27 April 2016. It is up to the Exhibitor and alone, to implement in particular the appropriate technical and organizational measures to meet the legal requirements, respect the rights of the persons concerned. The organizer declines all responsibility in case of non-compliance by an Exhibitor of the applicable regulations. In case of collecting data during the show, the Exhibitor must honour his legal obligations regarding the personal data protection according to the law, mentioned above.

APPLICATION OF GENERAL TERMS AND CONDITIONS

Art. 41 - Application of general terms and conditions

By filing the 2023 ARTIBAT application, the Exhibitor commits to respecting these general terms and conditions and the additional terms and conditions and instructions in the "Exhibitor's online guide" or any other document published by the Organizer, as well as the acceptance of public order and police measures which may be stipulated by the authorities or by the administration of the EXPO RENNES AEROPORT Committee. Any infringement of these general terms and conditions and instructions will give rise to the Exhibitor's immediate, temporary or definitive exclusion, without any compensation or refund of sums paid and without prejudice to any legal proceedings which may be taken against it. This applies, in particular, for failure to take out insurance, non-compliance with security regulations, non-occupation of the stand, etc. Compensation will be owed by the Exhibitor for moral or material damages to the event. This compensation is at the very least equal to the amount of the Exhibitor's participation, which is forfeited to the Organizer without prejudice to any additional damages which may be claimed. Exhibitors must leave the spaces, decorations and equipment provided for them in the same condition as when they arrived. Any damage caused by their installation or goods, whether to the equipment, the building, or the ground occupied, will be assessed by the Organizer and invoiced to the Exhibitors responsible for them.

Furthermore, Exhibitors undertake to occupy the dedicated space mainly for exhibiting their products, services or demonstrations. For any Exhibitor which does not

comply with these conditions, the Organizer, accompanied by a bailiff to record the situation, reserves the right to refuse the opening of its space.

Art. 42 - General Terms and Condition modifications

The organizer reserves the right to decide on all the cases foreseen or not provided for in the present regulations and to introduce new terms whenever it deems it necessary. The nullity, for whatever reason, of all or part of one of the terms of these general conditions of sale, will not affect the other terms thereof. In case of invalidity of a term, the parties undertake to negotiate in good faith terms having as far as possible an equivalent effect

Art.43 - Responsibility limitations

The liability of the organizer is likely to incur, either of his own or of an attendant, or to make a third party, whatever the cause, is limited, all damages, 15.000 € (fifteen thousand euros) plus the amount of the Exhibitor's participation. The ceiling is reduced to 10,000 (ten thousand euros). If several Exhibitors are involved for the same fact.

The amount of the participation was requested, whatever the circumstances, even the revision of the terms art.8, or the resolution of the contract.

In the event that the Exhibitor receives an indemnity under the insurance contract referred to in Article 27 this compensation reduced any sum due to the organizer to Exhibitor;

The amount that the Exhibitor will receive by the Organizer will be the residual part of the amount of indemnity already received by the Exhibitor.

- If the Exhibitor has already been paid by the Organizer, the Exhibitor will have to pay back the Organizer the amount corresponding to the residual portion after the insurance compensation.

Art. 44 - Disputes

In the case of dispute, whatever the subject, the exhibitor undertakes to submit his complaint to the organizer, before any procedure, by letter with acknowledgment of receipt to submit his complaint to the organizer.

Any action brought before the expiration of a period of 15 days following receipt will be inadmissible.

Pursuant to article 2254 of the French Civil Code, the parties agree to set a one-year limitation period for the rights and actions whatever the cause. This period shall run from the expiry of the period of 15 days provided for in the preceding paragraph.

The courts of the organizer headquarter are only competent (courts of Nantes), even in case of plurality of defendants.