

TERMS AND CONDITIONS OF  
PARTICIPATION IN CONVENTIONS  
ORGANIZED BY  
ANGERS CONVENTION CENTRE

The company Angers Loire Tourisme Expo Congrès (ALTEC), a local public limited company with capital of 1,500,000 €, whose registered office is located at 7, Place Kennedy - BP 15157 - 49051 Angers Cedex 02, registered with the Commerce and Business Registry of Angers under number 830 955 068 (hereafter referred to as the "Organizer" or "Destination Angers"), ensures the reception, design, creation, organization and hosting of conventions, trade shows, fairs, events within the Angers Exhibition Centre and the Convention Centre.

As part of its activity, Destination Angers is organizing, in partnership with Végépolys, the 31st International Horticultural Convention 2022, which will be held from August 14 to August 20, 2022 at the Angers Convention Centre.

Any request to participate in this event (hereafter the "Convention") implies, on the part of the exhibitor, partner or sponsor (hereafter the "Exhibitor(s)", "Partner(s)", "Sponsor(s)"), acceptance of these Terms and Conditions of Participation (hereafter the "Terms and Conditions of Participation")

The Terms and Conditions of Participation prevail over any other general or special conditions that have not been expressly accepted by the Organizer. They are written in French in their original version and are translated into the English version, being specified that the French version is binding and prevails over any other version. The Organizer reserves the right to modify the Terms and Conditions of Participation at any time, in whole or in part. The applicable conditions are those in effect on the date of the request to participate in the Convention made by the Exhibitor, Sponsor or Partner, which is made through a dedicated order form.

## **1. ORGANIZATION OF THE CONVENTION BY DESTINATION ANGERS**

The Organizer freely determines the organization of the Convention (venue, duration, opening and closing hours, price of exhibition spaces, services, entries, closing date of registration). For this purpose, it alone determines the categories of persons and companies allowed to exhibit and/or visit the Convention.

## **2. REQUEST TO PARTICIPATE - ADMISSION - REFUSAL - RE-EXAMINATION**

### **2.1 [Request to participate](#)**

Any request to participate in the Convention must be made via the order form which will be sent at the request of the Exhibitor, Partner or Sponsor (hereafter the "Order Form").

Each request to participate implies acceptance by the Exhibitor, Partner or Sponsor of all the contractual documentation referred to in the preamble as well as payment:

- of a first amount corresponding to fifty percent (50%) of the price of the services requested by the Exhibitor, Sponsor or Partner at the time of its request to participate.

Each request to participate also implies that the Exhibitor, Sponsor or Partner shall provide the KBIS extract (company registration certificate) of its company.

### **2.2 [Examination of request to participate](#)**

Each request to participate is the subject of prior examination by the Organizer, which assesses this request according to the spaces and services available.

The Organizer reserves the right to refuse any request to participate made by a candidate that has an outstanding debt and/or dispute with the Organizer. The Organizer also reserves the right to refuse any request to participate that does not satisfy the conditions required by the Organizer. The Exhibitor, Sponsor or Partner is notified by email of the decision of the Organizer to accept or refuse a request to participate. In case of refusal, the Organizer agrees, if necessary, to reimburse the Exhibitor, Sponsor or Partner the amount corresponding to the first payment already made as provided for in article 4.1. It is expressly stated that rejection of a request to participate is a discretionary decision of the Organizer and that it cannot give rise to damages. The Organizer also reserves the right not to process requests to participate sent after the registration deadline set by the Organizer. After this date, the Organizer does not guarantee any availability of the proposed stand facilities or the services offered.

### **2.3 [Reconsideration of the request to participate](#)**

The Exhibitor, Sponsor or Partner agrees to inform the Organizer of any element or event that has occurred or been revealed since its request to participate, which could justify reconsideration of its request to participate. The Organizer reserves the right to request, at any time, any additional information related to the foregoing and, if necessary, to reconsider its admission decision pronounced on the basis of erroneous or inaccurate information.

The first payment made by the Exhibitor, Sponsor or Partner, as provided for in article 4.1 below, will then remain with the Organizer.

#### [2.4 Acceptance of the request to participate](#)

The request from the Exhibitor, Partner or Sponsor to participate is only definitively accepted after the Organizer has issued an e-mail allocating a space or a stand to the latter, under the conditions defined in article 5 below.

### **3. PRICE OF THE SERVICES**

All prices indicated in documents issued by the Organizer and, in particular, on the Order Form are expressed in Euros and excluding taxes. In accordance with legal and regulatory provisions applicable to the services, the prices will be increased by value added tax at the rate in effect in France

Exhibitors, sponsors and foreign partners have the possibility of being reimbursed for VAT under the conditions defined by the General Directorate of Public Finance. However, it is specified that the terms of reimbursement applicable to companies in the European Union are different from those for foreign companies outside the European Union.

### **4. PRICE OF THE SERVICES**

#### [4.1. Payment of the price of services](#)

Unless special conditions are agreed between the Parties, payment of the price for the services provided by the Organizer is made according to the following schedule:

- a first payment by bank transfer to the order of ANGERS LOIRE TOURISME EXPO CONGRES. In case of payment by cheque, it must be sent to the Organizer within a maximum of ten (10) days following the date of the registration request;

- the balance by bank transfer or cheque payable to ANGERS LOIRE TOURISME EXPO CONGRES, before the opening of the Convention. No discount is granted for early payment.

#### [4.2 Execution of payments](#)

Payments are made in euros by bank transfer to the account of SA ANGERS LOIRE TOURISME EXPO CONGRES: Bank code 10278 / Branch code: 39449 / Account no.: 00025053801 / RIB key: 47 / IBAN: FR76 1027 8394 4900 0250 5380 147 / BIC: CMCIFR2A or by cheque made out to ANGERS LOIRE TOURISME EXPO CONGRES – NAME OF CONVENTION", addressed to Destination Angers, Centre de Congrès 33 Boulevard Carnot, 49100 Angers.

#### [4.3 Late payment or payment default](#)

Any failure to pay, whatever the cause, automatically results, without prior notice and without prejudice to any damages, in the assessment of late interest, increased by VAT, calculated from the day following the due date. The interest rate retained will be equal to three times the legal interest rate applied in France, from the day following the due date until the date of full payment. In the event of late payment of an invoice, the Exhibitor, Partner or Sponsor will also automatically owe the Organizer set compensation for collection costs of forty (40) euros, without prejudice to additional compensation.

#### [4.4 Billing terms](#)

The invoice relating to the first payment for the price of the services as provided for in article 4.1 above is sent by the Organizer upon receipt of actual payment of the amount by the Exhibitor, Partner or Sponsor. The invoice for the balance of the price of the services is sent by the Organizer to the Exhibitor, Partner or Sponsor after validation of its registration and final assignment of its location.

### **5. ASSIGNMENT OF SPACES**

#### [5.1 Control of the assignment of spaces by the Organizer](#)

The Organizer is the sole judge of the general layout of the Convention as well as the location of the stands at the site hosting the Convention. It establishes the plan of the Convention and freely distributes the spaces.

The Organizer specifies that participation of the Exhibitor, Partner or Sponsor in previous exhibitions, conventions or events that it has organized does not grant any right to a specific location.

#### [5.2 Control of the assignment of communication locations by the Organizer](#)

The Organizer is the sole judge of the location of advertising spaces during the Convention and freely determines the position of the names, logos or other means of identification of the Exhibitor, Partner or Sponsor on the advertising communication tools offered within the framework of said Convention.

The Organizer specifies that participation of the Exhibitor, Partner or Sponsor in previous exhibitions, conventions or events that it has organized does not grant any right to a specific location.

#### [5.2 Modification of surfaces by the Organizer](#)

Given the constraints imposed by the placement of all Exhibitors, Partners and Sponsors, and the organizational contingencies of the Convention, the Organizer retains the possibility of modifying the size of the surfaces requested by them, in consideration of objective elements. If it has to modify the surfaces, it does so within a limit of twenty percent (20%) and updates the corresponding billing accordingly. If the surface change exceeds twenty percent (20%), the Organizer must then seek the agreement of the Exhibitor, Partner or Sponsor. The modifications which the Organizer would be obliged to make do not authorize the latter to unilaterally terminate their participation in the Convention.

### **[6. OCCUPANCY - USE OF STANDS AND EXHIBITION SPACES](#)**

#### [6.1 Set-up - Dismantling of the Stand](#)

The Exhibitor, Partner or Sponsor agrees to respect all information in the Exhibitor's Guide relating to the assembly, installation, layout, receipt of parcels and goods, evacuation and dismantling of the stands. It complies with instructions relating to control of the entry and exit of goods and the circulation of vehicles within the site used. It respects the timeframe set for all set-up/dismantling activities mentioned therein. The Exhibitor, Partner or Sponsor vouches for respect of these obligations by its representatives and employees, as well as by any service provider intervening at their request within the framework of the Convention

#### [6.2 Use of the exhibition space – Compliance with legal and regulatory provisions](#)

The Exhibitor, Partner or Sponsor agrees to:

- occupy its stand;
- operate its exhibition space in accordance with the rules defined in the Exhibitor's Guide

#### [6.3 Assignment - Sublease - Indirect exhibition](#)

It is forbidden for the Exhibitor, Partner or Sponsor to transfer or sublease all or part of the location assigned by the Organizer. The Exhibitor, Partner or Sponsor may not do any advertising, in any form whatsoever, for non-exhibiting companies without prior written consent from the Organizer.

#### [6.4 Participation in a collective exhibition space](#)

Several Exhibitors, Partners or Sponsors may be authorized to make a group presentation provided that each has obtained prior approval of the Organizer.

#### [6.5 Default of the Exhibitor, Partner or Sponsor](#)

Subject to that which is stated in article 15.2 below, the Exhibitor, Partner or Sponsor that does not occupy its space on the opening day of the Convention, or by the deadline for installation set by the Organizer, is considered to have waived its right to exhibit. The Organizer may then freely dispose of the exhibition space that had been assigned, without the Exhibitor, Partner or Sponsor in default being able to demand reimbursement or compensation. The Organizer proceeds with the removal of any visual relating to the defaulting party.

Subject to that which is stated in article 15.2 below, the Exhibitor, Partner or Sponsor that does not send the elements of communication within the timeframes and in the formats requested or by the deadline for receipt of the supports set by the Organizer, is considered to have declined this service. The Organizer may then freely dispose of the communication space that had been assigned, without the Exhibitor, Partner, Sponsor in default

being able to demand reimbursement or compensation. The Organizer proceeds with the removal of any visual relating to the defaulting party.

The sums paid or remaining due for the service are retained by the Organizer which proceeds with payment, after deduction of the sums that the latter may receive if it manages to assign the exhibition or communication space to another Exhibitor, Partner or Sponsor.

## 6.6 Damage

Unless otherwise stated, the location, stand and equipment made available to the Exhibitor, Partner or Sponsor by the Organizer are deemed to be in good condition. The space made available must be returned to the Organizer clean and with any waste having been removed. The stands and equipment provided for the layout of the space must be returned to the Organizer in good condition. Any damage caused to the area occupied, the stand, the equipment provided or the infrastructure of the site, observed upon return of the stand, is billed to the Exhibitor, Partner or Sponsor.

## 7. OPERATION OF STANDS

### 7.1 Presence of the Exhibitor, Partner or Sponsor and continued presence of the offer presented in the exhibition space until the end of the Convention.

The exhibition space must be occupied by the Exhibitor, Partner or Sponsor, or one of their representatives, on a continuous basis during the opening hours defined by the Organizer. The Exhibitor, Partner or Sponsor must not break down their space or remove any element from their stand before the end of the Convention, even if it is extended.

### 7.2. Visibility of the Exhibitor, Partner or Sponsor

The Exhibitor, Partner or Sponsor is solely responsible for the content of the information provided and intended to be included in the communication tools offered by the Organizer. Text, logos, illustrations, photographs and visuals, products and trademarks are distributed under the sole responsibility of the Exhibitor, Partner or Sponsor, which takes sole responsibility for any reproduction fees. The Exhibitor, Partner or Sponsor shall hold the Organizer harmless against any amicable or judicial recourse on the part of a third party.

### 7.3 Regulation

The Exhibitor, Partner or Sponsor agrees, within the framework of operation of its exhibition space, to comply with regulations applicable to its activity.

## 8. COMMUNICATION

### 8.1 Light and sound advertising

Any light or sound advertising must be the subject of prior written approval from the Organizer. In addition, to obtain this approval, the Exhibitor, Partner or Sponsor must commit to Destination Angers that the advertising it undertakes shall not in any way inconvenience Exhibitors, Partners, Neighbouring Sponsors or traffic, and that it shall not interfere with proper execution of the Convention. Otherwise, the Exhibitor, Partner or Sponsor could have its participation interrupted, without being entitled to any compensation by the Organizer.

### 8.2 Distribution of media and products

Distribution by the Exhibitor, Partner or Sponsor of brochures, catalogues, vouchers and printed matter or various objects, intended to divert, for its benefit, visitors of the Convention, is strictly prohibited on the site of the Convention Centre, inside as well as outside (alleys, car parks, entrances, ...). Such elements may only be distributed by the Exhibitor, Partner or Sponsor in its exhibition space. No prospectus relating to unexposed products, brands or services may be distributed without the written permission of the Organizer. Any document given to visitors by the Exhibitor, Partner or Sponsor at its stand must include the name of the stand or the trade name or corporate name of the Exhibitor, Partner or Sponsor appearing in its request to participate. The performance of opinion polls, the distribution or sale of newspapers, periodicals, raffle tickets, badges and participation vouchers, even if they

relate to a charity, are prohibited within the convention site and its surroundings, unless otherwise agreed in writing by the Organizer.

### [8.3 Practical information](#)

All information concerning the details on participation of the Exhibitor, Partner or Sponsor in the Convention can be consulted in the Practical Guide of the Exhibitor, sent by e-mail to Exhibitors, Partners and Sponsors.

### [8.4 Catalogue and dissemination of information provided by the Exhibitor, Partner or Sponsor](#)

Only the Organizer has the right to publish, or to have published, and to distribute the Convention catalogue. The information necessary for it to be drafted is provided by the Exhibitor, Partner or Sponsor under its responsibility at the time of its request to participate. Any consequence of incomplete, missing or erroneous information attributable to the Exhibitor, Partner or Sponsor will be the responsibility of the latter, who will, as such, not be able to seek the liability of the Organizer.

## **9. MANAGEMENT OF ACCESS AND TICKETS**

Only exhibitor badges, invitation cards, and specific passes (VIP, Catering...) issued by the Organizer can permit access. The Organizer reserves the right to prohibit access to any Exhibitor, Partner or Sponsor or to have the latter expelled if its presence or behaviour would be harmful or could be of a nature to harm the protected interests of consumers or business ethics, the safety, tranquillity or image of the convention, as well as the integrity of the Organizer's convention operating site.

### [9.1 "Exhibitor" badges](#)

The Organizer gives the Exhibitor, Partner or Sponsor the number of badges assigned at the time of the request to participate, after payment of the balance of the price of the services by the latter.

Badges are sent to the Exhibitor, Partner or Sponsor by email.

### [9.2 Unlawful sale of access tickets](#)

Exhibitors, Partners or Sponsors are prohibited from distributing, reproducing or selling the Convention tickets issued by the Organizer, in order to make a profit from them.

## **10. INSURANCE**

### [10.1. Civil liability](#)

The Organizer specifies:

- that it is not liable for any losses that the Exhibitor, Partner or Sponsor may suffer due to third parties in the context of the Convention.

- that: neither it nor its insurers guarantee the civil liability of the Exhibitor, Partner or Sponsor, whether due to its fault, that of persons collaborating with it, its activity, the property belonging to it or of which it could be recognized as having custody. The Exhibitor, Partner or Sponsor thus agrees to benefit, during the periods of set-up and dismantling and for the entire duration of the Trade Show, from any insurance covering the risks related to their professional activity within the framework of the Convention. The Exhibitor, Partner or Sponsor must be able to provide the Organizer, no later than forty (40) days before the opening of the Convention; with the corresponding valid certificates from its insurer, indicating the guarantees subscribed, the corresponding amount and period of validity, which must cover the period in effect at the time of the Convention. Otherwise, the Organizer reserves the right to prohibit the Exhibitor, Partner or Sponsor from accessing the Convention without this giving rise to compensation.

### [10.2. Rental Risks and Damage to the Property of the Exhibitor, Partner or Sponsor:](#)

The Exhibitor, Partner or Sponsor will be personally responsible for any damage caused to the facilities they install in the rented stand, as well as that caused to furniture, equipment, goods, any objects belonging to them or which are in their custody for any reason whatsoever. They will insure the risks specific to their operation (fire, explosion, water damage, theft, etc.) with a company known to be solvent and will have cover to guarantee the financial consequences of liability they may incur towards third parties. The Organizer is not liable for damage caused by property belonging to them or in their custody as well as damage to such property and, in particular, theft that may

be committed within the framework of the Convention. The insurance contract covering rental risks and property must guarantee:

- Property damage caused to Destination Angers and the owner of the Site, affecting movable or immovable property in case of occurrence of the following events:
  - o fire, lightning, explosion, water damage, attack or natural disasters, for an amount per event of 1,500,000 €
  - o Damage to the property of Exhibitors and visitors. The Exhibitor, Partner or Sponsor must provide proof of having subscribed this policy by sending the Organizer, at the latest ten (10) days before the beginning of the Convention assembly,
  - o the "Certificate of insurance" form duly signed and bearing the stamp of its insurer and stating guarantees issued for a minimum amount per claim of 1,500,000 €.

If it wishes, the Exhibitor, Partner or Sponsor can also take out additional insurance for Damage to property, specific to computer equipment and plasma screens.

### [10.3. Waiver of recourse against Destination Angers](#)

Due solely to its participation, the Exhibitor, Partner or Sponsor declares to waive any recourse that it or its insurers could be entitled to exercise against Destination Angers and its respective insurers, for damage covered by the rental risk policy and for any direct or indirect damage that the Organizer may cause to its property, equipment and facilities (including those of its employees), as well as for any operating losses and/or additional costs whatever the cause, except for malicious acts. In addition, the Exhibitor, Partner or Sponsor declares to waive any recourse against Destination Angers and its respective insurers if one of the following events were to cause it harm:

- in the event of damage due to fire, theft, water, humidity or any other circumstance affecting their own property, since the latter have to insure themselves against these risks,
- in the event of abnormal acts by other occupants of the convention site, their staff or suppliers, visitors,
- in the event of interruption or untimely operation of the water, gas, electricity, air conditioning service or, in general, in the event of decommissioning or shutdown, even prolonged, for a reason beyond the control of Destination Angers in the fluid service, including in the networks of automatic fire extinguishers, heating or air conditioning or any of the common elements of equipment of the site,
- in the event of contamination of the heating, water and air conditioning networks for a cause beyond the control of the site manager and/or the company that owns the site or the will of Destination Angers,
- in the event of security measures taken by Destination Angers and/or by any administrative authority, if they were to cause harm to the Exhibitor, Partner or Sponsor. The latter agree to obtain the same waivers of recourse from their insurers. It is specified that, by way of reciprocity and with the exception of malicious acts, the Organizer and its insurer waive any recourse against the Exhibitor, Partner or Sponsor and their insurer for damage affecting the goods, equipment and facilities belonging to the Organizer and for which responsibility could be incumbent on the Exhibitor, Partner or Sponsor. It is specified that this waiver of recourse does not concern damage that may affect the real estate complex constituting the Site, the facilities and equipment belonging to the company managing the Site and/or the company that owns the Site that are entrusted to the Exhibitor, Partner or Sponsor.

### [10.4. Foreign Exhibitors, Partners or Sponsors](#)

It is specified that Exhibitors, Partners or Sponsors registered in the European Union or outside the European Union are required to subscribe to the same guarantees as those referred to in articles 10.1 and 10.2 above, with the understanding that the certificates provided to the Organizer must be translated into French.

## **[11. INTELLECTUAL PROPERTY AND EXPLOITATION OR COMMERCIALIZATION RIGHTS](#)**

### [11.1 Intellectual property rights of the products and services presented by the Exhibitor, Partner or Sponsor.](#)

The Exhibitor, Partner or Sponsor confirms that it is the owner of all intellectual property rights relating to the elements exhibited in the context of the Convention. In the event of infringement duly established by a legal decision, regardless of its date, the Organizer may require that the Exhibitor, Partner or Sponsor comply with the decision. Failing this, Destination Angers reserves the right to refuse admission to the Exhibitor, Partner or Sponsor that has been convicted of infringement and to exclude it from all the events it organizes, without the latter being able to demand the payment of compensation. In addition, any Exhibitor, Partner or Sponsor that is considering bringing administrative or judicial action for infringement against another Exhibitor, Partner or Competing Sponsor agrees to notify Destination Angers in advance.

## 11.2 Film/Photos

The Exhibitor, Partner or Sponsor expressly authorizes the Organizer, free of charge:

- to create, if it wishes, photos and/or films showing it and the members of its team, as well as the elements exhibited on its stand;
- to use these images freely on all media, including advertising (including the Internet), in France and abroad and for a period of five (5) years following signature of this request to participate;
- if necessary, to quote and reproduce, free of charge, their trademark or company name, as a commercial reference for the purposes of its communication, on all media (including the Internet), both in France and abroad and for a period of five years following signature of this request to participate.

The Exhibitor, Partner or Sponsor that does not want all or part of its stand or one of the elements represented there (logo, brand, model ...) or certain members of its team, to appear in films and/or photographs and/or the internet media used by Destination Angers for promotion of the event it organizes must notify the Organizer in advance, in writing, before the opening of the Convention. In addition, the Exhibitor, Partner or Sponsor that wishes to take pictures of the Convention must inform the Organizer in advance in writing.

## 11.3 Intellectual Property of the Organizer

It is specified that any element of intellectual and industrial property of the Organizer brought to the attention of the Exhibitor, Partner or Sponsor in the context of organization of the Convention remains the exclusive property of the Organizer. The Exhibitor, Partner or Sponsor is, thus, prohibited from using, in any way whatsoever, any element of intellectual and industrial property of the Organizer, without its prior written consent.

## 12. CHANGES – POSTPONEMENT – INTERRUPTION OR CANCELLATION OF THE CONVENTION

### 12.1 Modifications

The Organizer reserves the right to modify, without this entitling the Exhibitor, Partner or Sponsor to compensation, the conditions of organization of the Convention, namely the place of holding said Convention, the layouts and fittings of the exhibition spaces, the opening hours and the scheduling of events.

### 12.2 Postponement – Interruption – Cancellation – Change of Format of the Convention at the Initiative of the Organizer

The Organizer reserves the right to postpone the Convention, in particular when the number of Exhibitors, Sponsors, Partners or delegates does not reach the minimum required, and to inform the Exhibitor, Partner or Sponsor no later than thirty (30) working days before the date of the Convention.

If the cancellation occurs without possible postponement, with the exception of a case of force majeure as defined in article 12.4, the Organizer will refund the sums already paid by the Exhibitor, Partner or Sponsor at the time of the request to participate.

Postponement or interruption of the Convention due to a case of force majeure, as defined in article 12.4 below, will not result in any refund of the sums already paid by the Exhibitor, Partner or Sponsor. Cancellation of the Convention due to a case of force majeure, as defined in article 12.4 below, will result in reimbursement of the sums already paid by the Exhibitor, Partner or Sponsor, with the exception of bank charges which shall be retained by the Organizer.

The organizer reserves the right to switch from a hybrid format to a 100% digital format, if health conditions do not allow the event to be maintained under acceptable conditions. The change of format to 100% digital will result in the refund of sums already paid by the Exhibitor, Partner or Sponsor as follows:

- 50% discount on the stands for the Exhibitor (or 100% if the Exhibitor does not wish to maintain its participation in the convention. The exhibitor must inform the Organizer within thirty working days after the announcement of the change
- 50% discount on the total amount of Premium Packs and Partner Offers
- No discount on à la carte communication offers



### 12.3. Cancellation at the initiative of the Exhibitor, Partner or Sponsor

Subject to that which is indicated in article 12.4 below, the Exhibitor, Partner or Sponsor may not cancel its participation in the Convention, including in the event of disagreement on the assignment of a location under the conditions of article 5 above. In case of cancellation by the Exhibitor, Partner or Sponsor of its participation in the Convention, with the exception of a case of force majeure as defined in article 12.4 below:

- bank charges and the deposit paid by the Exhibitor, Partner or Sponsor shall be retained by the Organizer if the cancellation occurs more than thirty (30) days before the opening date of the Convention;
- the Organizer reserves the right to seek payment for the full price of the service if cancellation occurs less than thirty (30) days before the opening date of the Convention.

Cancellation by the Exhibitor, Partner or Sponsor of its participation in the Convention due to a case of force majeure will result in reimbursement of the sums already paid by the Exhibitor, Partner or Sponsor, with the exception of bank charges which shall be retained by the Organizer.

### 12.4. Force majeure

In accordance with article 1218 of the Civil Code, the occurrence of any event unrelated to the parties, namely any event beyond the control of the party owing the obligation, which could not reasonably have been foreseen at the time of establishment of the agreement between the parties and whose effects cannot be avoided by appropriate measures, and which prevents performance of the obligation by the party owing it, will be considered as a case of force majeure. In addition to the elements usually retained by French case law as constituting force majeure, the parties agree to consider as such the following events, to the extent that they are likely to hinder performance of their obligations: the occurrence of epidemics or pandemics, tornadoes, floods, hurricanes, earthquakes, volcanic eruptions, fire, flood, any weather disturbance, strikes, wars or any external event likely to delay or prevent performance of the commitments of either party or render it economically exorbitant.

## 13. RESPONSIBILITY OF THE ORGANIZER

The Organizer is exempt from any liability for disturbances of enjoyment or commercial harm that may be suffered by the Exhibitor, Partner or Sponsor for any reason whatsoever. In particular, the Organizer cannot be held responsible for attendance at the Convention.

## 14. PERSONAL DATA

The Organizer, Exhibitor, Partner and Sponsor, agree, within the framework of the Convention, to comply with regulations in effect applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable since 25 May 2018 (hereafter the "GDPR"), as well as Law No. 78-17 of 6 January 1978 on Information systems, files and freedoms amended by Law no. 2018-493 of 20 June 2018 on the protection of personal data (hereafter the "Data Protection Act"). Within the framework of organization of the Convention, the Organizer is required to process personal data relating to its contacts who are natural persons within the company of the Exhibitor, Partner or Sponsor. It is recalled that the Organizer is considered the Data Controller, within the meaning of the GDPR and the Data Protection Act, for the processing it does with regard to this data. This data must be processed by the Organizer for organization of the Convention and management of the request to participate from the Exhibitor, Partner or Sponsor (see article 6.1.b) of the General Data Protection Regulation). The data of the Exhibitor, Partner or Sponsor may also be processed, on the basis of consent that it can withdraw at any time, to send it, through any channel, commercial proposals and news concerning other events of the Organizer. Access to this data is reserved for the authorized staff of the Organizer. The data collected by the Organizer are kept for a period of five (5) years following the end of the commercial relationship, and the data necessary for invoicing are kept for a period of ten years. During this period, in accordance with the applicable regulations, each natural person has a right of access, rectification, erasure, limitation, portability and opposition concerning his or her personal data. These rights may be exercised by contacting the Organizer at the address of its registered office. The Exhibitor, Partner or Sponsor must then mention the name and date of the Convention as well as the name of its contact. In case of a dispute, natural persons also have the possibility of presenting a complaint to the Commission Nationale de l'Informatique et des Libertés.

## 15. CANCELLATION

### 15.1. Termination in case of breach of the Organizer

In the event of a breach by the Organizer of one or more of its obligations as provided for in the Terms and Conditions of Participation as well as the associated contractual documentation as referred to in article 1 above, the Exhibitor, Partner or Sponsor may terminate its participation in the Convention at the end of a period of seven (7) days after sending a letter of formal notice by registered mail with acknowledgment of receipt which has been unsuccessful, without prejudice to additional damages.

## 15.2. Termination in case of breach of the Exhibitor, Partner or Sponsor

### 15.2.1. Before the opening of the Tradeshow

In the event of a breach by the Exhibitor, Partner or Sponsor of one or more of its obligations as provided for in the Terms and Conditions of Participation as well as the associated contractual documentation as referred to in article 1 above, the Organizer may terminate the participation of the Exhibitor, Partner or Sponsor in the Convention at the end of a period of seven (7) days after sending a letter of formal notice by registered mail with acknowledgment of receipt which has remained unsuccessful, without prejudice to additional damages. As a departure from the foregoing, the participation of the Exhibitor, Partner or Sponsor will be automatically terminated if the Organizer sees fit, without any formality other than that of sending the Exhibitor, Partner or Sponsor a registered letter with acknowledgment of receipt in the event of a substantial breach by the latter and, in particular, in the following cases:

- if the Exhibitor, Partner or Sponsor does not occupy its stand by the day before opening of the Convention to the public, at the latest, except in cases of force majeure as defined in article 12.4 above and subject to contrary conditions that may appear in the Special Rules of the Trade Show,
- if the Exhibitor, Partner or Sponsor does not make the payment within the timeframes stated in article 4.3 above when it registers less than thirty (30) days before the opening date of the Convention.

### 15.2.2. During the Tradeshow

In the event of non-compliance by the Exhibitor, Partner or Sponsor during the Convention with one or more of the provisions stated in the Terms and Conditions of Participation as well as the associated contractual documentation as referred to in article 1 above, the Organizer may, after formal notice, if necessary remitted in the presence of a bailiff and which has remained unsuccessful, proceed automatically with immediate closing of the stand and prohibit the Exhibitor, Partner or Sponsor from entering it, without the Exhibitor, Partner or Sponsor being able to claim any financial or material compensation from the Organizer. The costs incurred by the intervention of the Organizer (bailiff's fees and costs relating to the closure) will be borne by the Exhibitor, Partner or Sponsor.

### 15.2.3. Consequences of cancellation:

In the event of termination of the participation of the Exhibitor, Partner or Sponsor, as provided for in articles 15.2.1 and 15.2.2 above, the Organizer will regain free disposal of the area assigned to the Exhibitor, Partner or Sponsor. The Organizer also reserves the right to refuse future admission of the Exhibitor, Partner or Sponsor, for a maximum of two (2) years, to one of the events it organizes, the Exhibition Centre, the Convention Centre or at sites in which Destination Angers may be involved.

## 16. MISCELLANEOUS PROVISIONS

The fact that any of the parties does not exercise, on one or more occasions, rights, options, claims or actions reserved for it by the contract and resulting from acceptance of these Terms and Conditions of Participation, cannot be interpreted as a waiver or refusal to avail itself of said right, option, claim or action. The provisions of the contract resulting from acceptance of the Terms and Conditions of Participation constitute the entire agreement between the Parties and it replaces any contract previously established between them for the same purpose. In the event that any of the clauses of this Agreement is declared null and void or contrary to a provision of public policy, said clause shall be deemed unwritten and all other provisions of this Agreement shall remain in full force and effect.

## 17. COMPLAINTS AND DISPUTES – APPLICABLE LAW – ASSIGNMENT OF JURISDICTION

Any complaint must be made by registered letter with acknowledgment of receipt within ten (10) days of the close of the Convention. In the event of a dispute arising between the parties on the validity, establishment, interpretation or execution of the contract resulting from acceptance of these Terms and Conditions of Participation and its consequences, and before any recourse to the competent courts, they will make every effort to seek an amicable solution to resolve said dispute within one (1) month, with reconciliation having to be formalized in a written document signed by the parties. In the absence of an amicable settlement, any dispute relating to validity, establishment, interpretation or execution of these terms and conditions or their consequences will be submitted

to the Commerce Court of Angers (49). Participation in the Convention as well as all acts taken into consideration of this participation will be subject to French law.