



GENERAL CONDITIONS FOR RENTAL OF EXHIBITION STAND EQUIPMENT

Article 1 - Application and Enforceability of the General Conditions for Rental of Exhibition Stand Equipment

EXPOSIMA hereinafter referred to as the "Organizer" is organizing the SIMA 2009 event (hereinafter referred to as the "Event"). In connection with this Event, Organizer offers exhibitors the opportunity to rent stand equipment under the conditions set out below. These general conditions are systematically provided or sent to each exhibitor to enable him/her to order stand equipment. As a consequence, any order made implies that the exhibitor unreservedly adheres to these general conditions of rental in their entirety. No specific condition shall prevail over these general conditions, except in the event of Organizer's formal written acceptance in this respect. Accordingly, any condition to the contrary established by the exhibitor shall not be binding on Organizer, regardless of when Organizer is informed of such condition, except in the event of the latter's express acceptance thereof.

Article 2 - Orders

Orders for stand equipment shall be sent to Organizer using the sheet provided for this purpose in the enclosed Order Form. Orders for stand equipment made from applicants in a difficult financial position, and/or that are in debt, and/or that are in dispute with Organizer and/or its group shall not be taken into account. Only orders duly signed by a person deemed to have the capacity to bind the exhibitor shall be taken into consideration. Any refusal of an order for stand equipment shall not give rise to the payment of damages.

Article 3 - Design of Stand Equipment

The subcontractor appointed by Organizer shall contact the applicant and prepare the plan for the stand equipment with him/her, taking into account the general rules regarding the exhibition.

The plan for the stand equipment shall therefore be provided to the exhibitor within fifteen (15) days before the Event. Any claims regarding this plan shall only be considered if they are made within ten (10) days from the time the plan of the stand is sent. The subcontractor shall do its utmost to comply with any requests for modification. Expiration of the ten (10)-day period shall constitute the exhibitor's acceptance of the plan for the stand and all the related services. Organizer or the subcontractor shall under no circumstances be liable with respect to the exhibitor for the consequences that may arise due to the absence of a claim made within the aforementioned time limit.

NB: In the event the file is incomplete as of January, 31st 2009, Organizer and/or the service provider selected shall provide the elements of the stand according to the stock available.

Article 4 - Payment / Terms and Conditions



Orders for stand equipment shall be paid upon receipt of the corresponding invoice at the latest fifteen days after the date of issuance of such invoice, with no possibility of a discount for early payment, or payment in cash.

If an exhibitor is registered to take part in the exhibition less than fifteen (15) days before the Event, payment shall be made in full upon receipt of the invoice. If a contractual service is not used, this shall not justify any refund, free service, or discount on the services proposed by Organizer or the subcontractor.

Article 5 - Late Payment or Absence of Payment

Any amount that is unpaid on the due date specified on the invoice, regardless of whether or not such date is identical to the date specified on the general conditions, shall give rise to the application of penalties of an amount equal to one and a half times the interest rate fixed under French law plus two points, and shall begin to run the day after the due date specified on the invoice.

Article 6 - Cancellation

Without prejudice to the foregoing, in the event of cancellation after the date of payment specified on the invoice, the amount of such invoice shall be payable as damages.

Article 7 - VAT

Foreign exhibitors may be refunded for VAT paid under the following conditions:

- European Union Member States
An application must be filed with the non-residents division of the French tax authorities: Direction Générale des Impôts, Centre des non-résidents, 9 rue d'Uzès, 75084 Paris Cedex 02, France. The original invoices received must be provided, and the applicant must certify on the application that the exhibitor does not perform taxable operations in France.
- Countries outside the European Union

A tax representative must compulsorily be appointed in France to carry out the above formalities.

Article 8 - Safety Regulations / Damage

Exhibitors are responsible for knowing and complying with the safety measures established by the French public authorities, or by Organizer. Organizer shall prohibit the operation of stands that do not comply with said safety regulations. The rented space must be left in the state in which it was found. Any damage caused by the exhibitor's fixtures, fittings, goods, or equipment to the building or area occupied shall be billed to the exhibitor.

Article 9 - Cancellation of the Event

If it is impossible to use the premises required, or if a fire, war, public disaster, or case of *force majeure* prevents the completion of all the necessary measures for the Event, Organizer may cancel the orders for stand equipment made at any time by notifying the exhibitors thereof in writing; the exhibitors shall not be entitled to receive any compensation or indemnity in this respect, regardless of the reason for such cancellation. Once all the costs incurred have been paid, any remaining amounts shall be divided between the exhibitors on a *pro rata* basis of the



amounts they paid; it is expressly agreed that the exhibitors shall not exercise any right of recourse against Organizer in this respect by any means and for any reason whatsoever.

Article 10 - Organizer's Liability

Organizer shall be exempt from all liability in respect of any damage that may be sustained by the exhibitors (including any disruption to their enjoyment and commercial damage) for any reason whatsoever.

Article 11 - Rates / Special Offers

- * **BASIC stand (1): 207 € excl VAT / sq.m**
- * **TURNKEY stand ≤ 50 sq.m (1): 363 € excl VAT / sq.m**
- * **TURNKEY stand > 50 sq.m (1): 350 € excl VAT / sq.m**
- * **OPTIMUM stand ≤ 50 sq.m (2): 366.5 € excl VAT / sq.m**
- * **OPTIMUM stand > 50 sq.m (2): 353.5 € excl VAT / sq.m**

(1) Bare space included

(2) Bare space and cleaning included

Article 12 - Delivery of Stands

The stand equipment (BASIC – TURNKEY STAND – OPTIMUM) shall be delivered on February, 19th 2009 at 08.00 a.m

Article 13 - Complaints and Claims

Any complaint or claim must be made by certified letter with return receipt requested within ten days from the end of the Event. In case of a dispute, only the French text of these general conditions shall be authentic and authoritative, and the Paris courts alone shall have jurisdiction in this respect.