

# STANDARD TERMS AND CONDITIONS OF EXHIBITION FLOOR SPACE LETTING AND STAND EQUIPMENT

## 1. ADHESION TO STANDARD TERMS AND CONDITIONS OF EXHIBITION FLOOR SPACE LETTING AND STAND EQUIPMENT

These Standard Terms and Conditions of Exhibition Floor Space Letting and stand equipment (here in after the "Terms and Conditions") are enforce able to all Exhibitors (here in after referred to as "Exhibitor(s)") applying to the Exhibition SIAL CHINA (here in after referred to as the "Exhibition") organized by SIAL SA (here in after the "Organizer") at the Shanghai New International Expo Centre (here in after the "Site"). Upon admission to the Exhibition, the Exhibitor shall be deemed to have accepted the Terms and Conditions as well as any other documents to which they refer, and waives its right to rely upon any contradictory documentation, in particular its own standard terms and conditions of purchase. Any reservations or modifications made by the Exhibitor in any manner to these Terms and Conditions or any other documents to which they refer shall be deemed null and void.

The Organizer reserves the right to modify these Terms and Conditions without prior notice. The Exhibitor will be informed of all modifications. Modifications resulting from changes to regulations and/or relating to personal and property safety will be immediately applied, without the need for a document to be signed.

The Exhibitor will be notified in the event of changes to the Show dates and/or host Site as decided by the Organizer for any reason, and of any changes to these Terms and Conditions that do not require immediate implementation as per the paragraph above. Unless the registration application is retracted by the Exhibitor, by sending a registered letter with confirmation of receipt to the Organizer within fifteen (15) days of the aforementioned notification, the new Exhibition dates and/or host Site or the amended version of the Terms and Conditions will be deemed to have been accepted by the Exhibitor.

Furthermore, it is expressly agreed that under no circumstances shall admission to the Exhibition oblige the Organizer to admit the Exhibitor to any future shows or any other events organised by the Comexposium Group to which the Organizer belongs and shall not confer upon the Exhibitor any booking rights or priorities.

## 2. COMMITMENT - ADMISSION

All Registration Applications are subject to an initial review by the Organizer who will take the following into account (this list is not exhaustive):

- the credit worthiness of the applicant
- the compatibility of the applicant's activities with the nomenclature of the Exhibition
- the match between the products or services offered by the applicant and the positioning of the Exhibition
- the neutrality of message that the applicant may deliver at the Exhibition

Any proselytising and/or militarism that could interfere with the smooth running of the Exhibition is strictly prohibited.

Any stand booking applications received from an Exhibitor that is a debtor of and/or party to any dispute or litigation with the Organizer or a company within the Comexposium group shall be refused.

The Exhibitor will be notified of the Organizer's decision (acceptance or rejection of an application) by email.

If admitted to the Exhibition, Exhibitors are definitively committed to paying the Organizer the total amount due for their participation in the Exhibition and/or their order for an equipped stand.

In the event of rejection, the Organizer will refund the amount of the first instalment paid by the Exhibitor, if appropriate.

It is expressly stated that the rejection of an application is at the Organizer's discretion and cannot give rise to compensation.

The Organizer reserves the right to not process any Application Forms sent after the application deadline has passed (the postmark shall serve as proof of date). After this date has passed, the Organizer no longer guarantees stand equipment availability.

## 3. INVOICING TERMS

All prices stated on the Organizer's documentation and on the Exhibition website are expressed in euros exclusive of taxes.

## 4. PAYMENT TERMS

Payment of the costs of participation is to be made to the deadline and according to the terms hereinafter:

- the down payment: upon submission of the admission application by cheque or bank transfer.
- the second payment : no later than fifteen days from the date of issue of balance invoice, payable by cheque or bank transfer without discount for early or cash payment. Any order send less than thirty (30) days prior to the Exhibition should be accompanied by the full amount due for the participation costs and/or the booking of the stand equipment.

## 5. LATE PAYMENT OR FAILURE TO PAY

Any amount outstanding as at the due date stated on the invoices, whether such date is identical to or different from that appearing in the application for admission, shall give rise to penalties amounting to three times the legal interest rate, which shall begin to run as of the day following the due date stated on the invoice. Stands shall be made available to exhibitors only after payment of the balance. In the

event of non-compliance with the payment deadlines set out in clause 4 "Methods of Payment" above, a flat-rate indemnity of €40 in respect of recovery fees shall be required by the Organizer in addition to any late payment penalties referred to above. It is hereby expressly agreed that this flat-rate indemnity shall not preclude any other fees incurred by the Organizer in recovering unpaid invoices. Following allocation of the stand, the balance must be paid no later than the deadline indicated on the invoice. In case of payment's failure the balance to the deadline, the Organizer reserves the right to dispose of the surface allocated and/or will have the right to prohibit the Exhibitor from occupying the reserved place, and the full amount of the invoice is due to the Organizer, as damages.

## 6. WITHDRAWAL

Any cancellation shall be submitted to the Organizer by a written notice. In case cancellation by the Exhibitor of its participation in the Exhibition and/or its order for a fitted stand, at any time, for whatever reason, the sums paid or due whether in whole or part for its participation in the Exhibition and/or its order for a fitted stand and/or its balance invoice, will be retained by the Organizer, even if the stand is let to another Exhibitor. Moreover, the Exhibitor shall pay to the Organizer, 15% of its participation in the Exhibition and/or its order for a fitted stand, as damages.

In addition, in case the stand allocated is not occupied, for whatever reason, by the exhibitor twenty four (24) hours before the start of the Exhibition, the Organizer can consider the Exhibitor has cancelled its participation to the Exhibition and the aforementioned terms will apply.

## 7. INSURANCE POLICY

The Organizer is not liable for any damages or losses caused by an Exhibitor to a third party or any damage suffered by the Exhibitor's property and the Exhibitor shall be responsible for taking out and meeting the costs of an adequate policy. Therefore the Exhibitor hereby expressly acknowledges that it has subscribed to an insurance policy with an insurer that covers its third party liabilities and the liability of any person directly or indirectly participating in its activities and/or those of its company in respect of any physical injury and material and non-material loss or damage caused to others and arising directly as a consequence of the Exhibitor's participation and/or that of its company, in the Exhibition (including during the periods when the stands are being assembled and disassembled).

## 8. ALLOCATION OF STANDS

The Organizer will draw up the Exhibition floor plan and will allocate the various stands, in accordance with the sectorial distribution of the exhibition and following the chronological order of admissions. The Organizer will, as far as possible, take into account the wishes of the exhibitors and the nature of the exhibits. In this respect, given the limitation imposed by the placing of all Exhibitors, the Organizer reserves the right to modify the areas requested by the Exhibitor and the corresponding invoice, to 20 % without that the Exhibitor request the cancellation of its participation. The Organizer is the only one who can judge the allocation of stands. Participation in previous events does not confer upon the exhibitory right to particular stand sites. Any claim pertaining to the stand allocated to the Exhibitor shall be dismissed unless submitted in writing to the Organizer within seven (7) days following receipt of the distribution plan. Such claims must be supported by documentation proving actual and serious reasons therefore. The Organizer will use its best efforts to meet such justified requests for stand modification. At the end of the above seven (7) days period, the exhibitor shall be deemed to have accepted the initial allocated stand. Under no circumstances whatsoever shall the Organizer be held liable toward the Exhibitor for any consequences resulting from the stand allocated to him.

## 9. SUBLETTING / CO-EXHIBITION

The Exhibitor may not provide advertising services in any form whatsoever for non-exhibiting firms. It shall not assign or sublet the space allocated, whether in whole or part. If several companies wish being present on a same stand, they must obtain a prior written approval of the Organizer. In case of acceptance, each company present on the stand must pay its own registration fee included the automatic insurance fee and fill the form planned for that purpose.

## 10. STAND

### a) Stand installation

- The presentation of products must be only made in inside the stand, so as not to encroach on paths and not disturb on no account the nearby Exhibitors. In case of violation, the Organizer can make remove products and materials at the expense of the Exhibitor.
- The Exhibitors shall create atmospheres in connection with the products presented and granted a quite particular importance for the general decoration of their stand.
- The materials and the products must be arranged in an aesthetic way.
- Stalls are formally prohibited. The stocks of goods must be stored in a reserve.
- The Exhibitor shall respect the maximal heights of stands and signboards fixed by the Organizer (see details in the Guide of the Exhibitor) except prior and written agreement of the Organizer,

the decoration of stands must not exceed these heights. Any violation of this obligation can entail the immediate dismantling of the stand at Exhibitor's expense. For stands in the shape of island, the Exhibitor will have to collect a prior and written agreement of the Organizer for the construction of supplementary partitions. For stands in shape of island, the Exhibitor will have to collect a prior and written agreement of the Organizer for the construction of supplementary partitions. A project a setting-up and equipment of stand must be necessarily subjected to the approval of the Organizer for the deadlines indicated by this one. It is reminded that every plan shall be beforehand accepted by the Organizer, directly or by a third person duly selected by it.

### b) Stands installation

Bare stands :

The Exhibitors will be entitled to take possession of their stand area from May 16th, 2017 at 9:00 am.

Fitted stands

The Exhibitors will be entitled to take possession of their stand area from May 17th, 2017 at 10:00 am.

All Exhibitors will be required to complete their installations by May 17th 2017, at 8:00 pm on the day prior to opening.

On May 17th, 2017 on the day prior to show opening, no vehicles may be used within the exhibition's Park. This measure is vital to allow the completion of the exhibition set up.

### c) Holding Stand

The Exhibitor undertakes not to cause any embarrassment (sound, olfactive) towards the nearby Exhibitors or to damage the organization of the Exhibition.

### d) Stand evacuation

Exhibitors are allowed to begin to vacate the stands on May 20th 2017 starting at 4:00 pm. All stands, decors, equipment and merchandise must be removed by May 20th 2017 at 8:00 pm. After that time, the organizer, without incurring any liability, will be titled to take all steps it considers useful, at the exhibitor's risk and expense, to remove the equipment and merchandise that has not yet been removed and for destruction of the structures and decors of any nature whatsoever that have not been disassembled. The Exhibitor undertakes to maintain a commercial activity on its stand until the closing time of the Exhibition to the public. The stand shall not be thus emptied, of a part or a totality of its contents and the exposed goods cannot be packed.

### e) Deterioration

The rented place and/or the equipment supplied with the installation of stand must be left in its original condition. The Exhibitor will be charged for any damage caused to the building or to the land by its installations, merchandise or equipment.

## 11. ALLOWED PRODUCTS, BRANDS AND SERVICES

The Exhibitor may not display in its space any products, brands or services other than those listed in its application for admission and accepted by the Organizer. Therefore, the Exhibitors certify that products or services are in conformity with the safety standards imposed by the regulations in force, and they assume the entire responsibility for any defect of the aforesaid products or services, without the responsibility of the Organizer being engaged.

## 12. INTERNET SERVICES

The Exhibitor is sole responsible for the contents of the information provided by him and intended to be on-line publishing on the website of the Exhibition, concerning in particular products and/or services, characteristics, performances, prices, etc.

The Exhibitor guarantees the Organizer the lawfulness of the aforementioned information, in particular of the respect for the current legislation about the description, the offer, the presentation, the operating instruction or use, the description of warranty scope and conditions of a good, a product or a service presented on-line by Exhibitor, and more generally of the respect for the law of the advertising and the protection of the consumers. Texts, logos, illustrations, photos and pictures, products and brands are diffused under the sole responsibility of the Exhibitor, which supports only the possible rights of reproduction.

The Exhibitor guarantees the Organizer against any amicable or judicial appeal on behalf of a third party.

## 13. INVITATION CARDS

The invitation cards shall not be reproduced or resold on penalty of prosecution.

Should an infringing use of the invitation cards (resale, reproduction, theft...) be occurred, the Organizer reserves the right to deem the said invitation cards null and void.

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## 14. DEMONSTRATION – ANIMATIONS

### a) Demonstrations

The demonstrations can take place only for products requiring specific technical explanation. Besides, such demonstrations will be subjected to a special, prior and written authorization. The demonstrations on a podium heightened with regard to the floor initially planned are forbidden. The demonstrations by means of microphone, harangue, soliciting in some way that they are practiced, are strictly forbidden. The total or partial closure of stands during the opening hours of the Exhibition to the public, in particular during a demonstration, is prohibited, except written prior and authorization of the Organizer.

### b) Animations

Any attraction, show or animation inside of the stands must be beforehand authorized by the Organizer. As such, the Exhibitor will have to present a detailed project (material and sound source was used, typical of animation).

In all cases, the power of loud speakers shall not exceed 30 decibels (dB) turned inward by the stand and tilted towards the ground. The sound level shall not exceed 85 decibels (dB).

### c)

The demonstrations and the animations shall not disturb in any way the nearby Exhibitors, the circulation, as well as, generally speaking in the good behaviour of the Exhibition, otherwise the grant of approval can be removed without a previous notice.

## 15. ADVERTISING

Any lit or sound advertising shall respect the regulation of decoration of the Exhibition and shall be subjected to the approval preliminary and written of the Organizer. This approval shall remain subordinated on condition that the advertising shall not constitute in any way an embarrassment to the nearby Exhibitors, in the circulation, as well as, generally speaking in the good behaviour of the Exhibition, otherwise the approval can be removed without the other previous notice.

The distribution of leaflet, coupons and various printed matters aiming at the diversion in its pro fit of the visitors of the Exhibition are strictly prohibited in paths as well as in inside the cones of the Park.

Leaflet, coupons and various printed matters must be put down inside the Exhibitor's stand.

Any document delivered to the visitors inside the stand, such as professional card, order forms, etc., shall indicate the stand's brand name or the trade name of Exhibitor appearing on the application of participation form.

## 16. METHOD OF SALE / UNFAIR COMPETITION

Throughout the event, the Exhibitor shall not indulge in acts of unfair competition such as conducting surveys or distributing promotional items outside its stand, which acts may result in diversion in its favour of visitors to the event. The Exhibitor is held towards the visitors to execute honest contracts concluded with them.

## 17. COUNTERFEIT

The exhibitor is directly responsible for the protection, intellectual or industrial, of materials, products, services and trademarks displayed, in respect of the applicable rules and legislation. The Organizer cannot be held responsible for any dispute involving the above quoted topics, especially in case of litigation with another exhibitor or visitor.

Should a counterfeit be stated by a Court, whatever the date is, the Organizer will be enforced to ask the exhibitor concerned to act so that he remains in conformity with the judicial decision. Should however the conformity still not be respected, the Organizer keeps the right not to admit the exhibitor, or to enforce adequate penalties, according to the present document, with no compensation or financial repair.

## 18. TAKE-AWAY SALES

The Organizer reserves the right to prohibit or restrict any sales which involve immediate delivery to the buyer on the premises. Moreover, if take-away sales are authorized by the Organizer, exhibitors shall comply with the take-away sales regulations in force during the event.

## 19. PHOTOGRAPHS/TRADEMARK

The Exhibitor expressly authorizes, free of charge, the Organizer and the group COMEXPOSIUM:

- to realize, if he wishes it, photos and/or films representing him as well as the members of its team, as well as products were exposed on its stand.

- to use freely these images on any supports, in particular advertising (including Internet), in France and abroad and during five years as from the signature of the present request of participation.

- to quote and to reproduce gracefully its mark, or registered company name, as commercial reference for the needs of the Organizer's communication, on any supports (in particular Internet), both in France and abroad and for a duration of five years as from the signature of the present request of participation.

Any exhibitors that do not wish their stand or part of their stand or any items exhibited thereon (such as a logo, trademark or model) to appear on photographs used to promote the exhibition should inform the Organizer, in writing, before the exhibition opens.

In addition, any exhibitors that wish to take photographs of the event must give the Organizer prior written notice. Lastly, exhibitors shall obtain all authorizations needed in connection with photographs taken during the event, and shall respect the other exhibitors' rights to images, under their sole responsibility.

## 20. CATALOGUE

The Organizer shall be solely entitled to publish the Event catalogue or to have it published and distributed. Information to be published in the catalogue shall be provided by the exhibitors under their own responsibility. The Organizer shall under no circumstances whatsoever be held liable for any omissions, reproduction type setting or other errors which may occur.

## 21. REGLEMENTATION

Exhibitors are required to become acquainted with and to abide by all the regulations in force during the Exhibition, laid down either by the authorities or by the Organizer, in particular, the prohibition to smoke in the places assigned to a collective use and the Fire Safety Regulations and Health Safety and Protection Regulations (SPS).

These regulations will be set out in the "Exhibitor Guide" sent to all exhibitors.

The Organizer will only allow stands which comply with the aforementioned regulations.

## 22. EXHIBITOR'S GUIDE

Information concerning details of the participation of the Exhibitor in the Exhibition is provided to him, after allocation of the stand, in the "Guide of the Exhibitor" sent to every participant or is accessible on the website of the Exhibition. Besides, the Exhibitor shall undertake to respect the conditions of the insurance, security measures and preventive security regulations, custom duty regulations... as well as the directives for the stands equipment.

## 23. CUSTOMS

Each exhibitor shall be responsible for carrying out customs formalities in connection with equipment and products originating from abroad.

The Organizer shall not be held liable for any problems that may arise in connection with such formalities. Therefore, the exhibitor shall hold the Organizer harmless against any actions and/or claims in this respect and shall indemnify the Organizer for any damage sustained by the latter on account of a breach of the requisite customs formalities.

## 24. EXHIBITION CANCELLATION

In the event that the Organizer cancels the Exhibition due to a force majeure event as recognised by case law, the Organizer will immediately notify the Exhibitors.

If this occurs, the Organizer shall not be held liable for any loss or damages but shall return to the Exhibitors any amounts paid to it by them.

## 25. ORGANIZER'S LIABILITY

The Organizer shall not be held liable for any interruption or commercial damages suffered by Exhibitors for any reason.

## 26. DISPUTES AND LITIGATION

Any claim shall be submitted by registered mail, return receipt requested, within ten days of the end of the Exhibition.

In the event of a dispute, the parties shall refer the matter exclusively to the Courts of Nanterre (France)

Participation in the Exhibition, as well as any actions undertaken as a consequence of this participation, shall be subject to French law.

## 27. SANCTIONS

In case of breach of the general Conditions and the Organizer will be entitled, after a formal notice if necessary in the presence of a bailiff, to proceed instantly to the closure of the stand and to forbid the exhibitor from entering it, without the exhibitor being able to claim any financial and material compensation in any form whatsoever from the Organizer. The costs incurred about the intervention of the Organizer (bailiff's fees and fees relating to the closure) will be payable by the exhibitor.

In any assumption, at the time an infringement will have been noted, the Organizer will be authorised to cancel the contract without prejudice to damage which could be claimed.

As a consequence equally from the above, the Organizer may refuse admission to the exhibitor to all the shows organized by the Organizer and the group of COMEXPOSIUM for a period of three years.

\*A private agency that collects and redistributes royalties owed to music composers, authors and publishers.