

## APPLICATION FORM

**To be returned to:**  
**SIAL SA**

70 Avenue du Général de Gaulle  
92058 PARIS la Défense Cedex – France  
T. +33 1 76 77 13 33  
Fax: +331 53 30 95 04

**For organizer's use only**

Received .....  
Client n° .....  
Salesperson .....

**YOU ARE:**  Direct exhibitor  Pavilion Organiser

**YOUR COMPANY**

### APPLICANT

Please state the address (number, street, name, etc.) to be used, where the correspondence should be sent by registered letter or other means of delivery.

Company name ..... Legal form .....  
Address .....  
Post code ..... Town .....  
State or Province ..... Country .....  
Phone ..... Fax .....  
Corporate e-mail ..... Website .....  
Intra-community VAT number (Compulsory for EC companies) .....

The trading name under which you want to appear in the show directory, on the floor plan and on your stand fascia board (30 latin letters)

\_\_\_\_\_

SIAL cannot be held liable for any mistaken, faulty or misplaced entries. Exhibitors are solely responsible for the information they provide.

### INVOICING ADDRESS (If different from the applicant)

Company name .....  
Address .....  
Post code ..... Town .....  
State or Province ..... Country .....  
Phone ..... Fax .....  
Corporate e-mail .....  
Intra-community VAT number (Compulsory for EU companies) .....

### STAND MANAGER

**ATTENTION:** This person will receive all correspondence regarding your participation.

Mr  Mrs

Name ..... First name .....

Position .....

Country code ..... Direct Phone ..... Cell Phone .....

E-mail ..... Direct fax .....

## ABOUT YOUR ACTIVITY

You are:  Manufacturer  Importer  Distributor  Wholesaler  
 Press  Official Body / Trade association  Other (specify) .....

Main brands marketed .....

Main activity description .....

Main product category\* ..... Other product categories .....

Names of 3 companies involved in the same area : .....

1. ....
2. ....
3. ....

### Product categories\*

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> 01 - Confectionery, pastry and bakery     | <input type="checkbox"/> 07 - Fruits and Vegetables, dired fruits      | <input type="checkbox"/> 13 - Pet foods                   |
| <input type="checkbox"/> 02 - Cured and Salted Meat                | <input type="checkbox"/> 08 - Grocery products, dried products         | <input type="checkbox"/> 14 - Poultry and game            |
| <input type="checkbox"/> 03 - Dairy Products, eggs                 | <input type="checkbox"/> 09 - Horticulture                             | <input type="checkbox"/> 15 - Services and trade press    |
| <input type="checkbox"/> 04 - Delicatessen, ready meals            | <input type="checkbox"/> 10 - Meat and tripe                           | <input type="checkbox"/> 16 - Wine & Spirits              |
| <input type="checkbox"/> 05 - Equipment, Technologies and Services | <input type="checkbox"/> 11 - Non-Alcoholic Beverages                  | <input type="checkbox"/> 17 - Alcoholic beverages (other) |
| <input type="checkbox"/> 06 - Fish, Molluscs and shellfish         | <input type="checkbox"/> 12 - Organizations, Federations, Institutions |   |

## STAND EQUIPMENT DETAILS

**YOUR STAND**

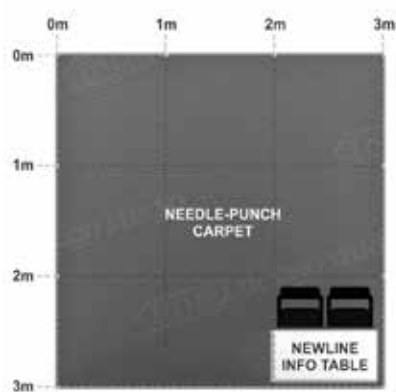
### PRE-EQUIPPED PACKAGE



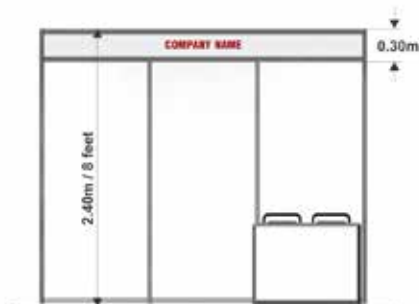
### Mandatory below 24sqm

- Partition walls
- Carpet
- Fascia with company name
- Lighting
- Electricity and power plug: 300W
- Two chairs
- One information desk
- All labor for constructing and dismantling the shell scheme
- One waste basket

*Non contractual pictures. Please note that the final design may be subject to change*



LAYOUT PLAN



FRONT ELEVATION

	Unit price excl. VAT	Quantity	Cost
<b>1 BARE SPACE</b> (mandatory - minimum booth size: 24sqm)			
Bare stand	260 €/sqm	..... sqm	.....€
<b>2 OPEN SIDES</b>			
2 open sides	35,5 €/sqm	..... sqm	.....€
3 open sides	57 €/sqm	..... sqm	.....€
4 open sides	70 €/sqm	..... sqm	.....€
<b>3 STAND FITTINGS</b> (mandatory for stands below or equal to 24 sqm)			
Pre-equipped package	105 €/sqm	..... sqm	.....€
<b>4 REGISTRATION FEES</b> (mandatory)			
Registration and administrative formalities			
- Listing in the official show catalogue and on the show website		- 4 badges per 9sqm of stand area	
- A copy of the exhibition catalog		- Participation to the SIAL Innovation competition	
Application registration fee	290 € €	(mandatory)	.....€
Your partners' registration fee	190 €/partner	.....	.....€
<b>TOTAL (sum 1+2+3+4)</b>		<b>excl. VAT</b> .....	
*VAT 20%		.....€€	
<b>TOTAL amount for your participation)</b>		<b>VAT incl</b> .....	

\* Our services are governed by Directives 2008/8/EC and 2008/9/EC and articles 259-1, 259-2, 259 A 5°a and 259 A 5° bis of the French Tax Code (CGI). Only French exhibitors who are liable for VAT and exhibitors who are not liable for VAT are required to pay French VAT wherever the exhibition takes place.

**PAYMENT IS TO BE MADE TO THE DEADLINES AND ACCORDING TO THE TERMS HEREINAFTER.**

**a** Deposit to be paid, payable in two scheduled dates for all bookings occurring before 30 April 2018, according to the terms below:

-> Payment of **1st instalment** (payable upon registration)

The 1st payment must be included with the Application form. You will be sent by post the corresponding invoice.

<b>The first payment is of 30% of total participation amount</b>	<b>30% X</b> ..... <b>excl. VAT =</b> ..... <b>€ excl. VAT</b>
<b>+ 20% VAT</b>	<b>=</b> ..... <b>€</b>
<b>Total 1st payment incl. VAT</b>	<b>=</b> ..... <b>€</b>

-> Payment of **2nd instalment** (due on 30 April 2018)

The 2nd payment must be included with the Application form. You will be sent by post the corresponding invoice.

<b>The second payment is of 30% of total participation amount</b>	<b>30% X</b> ..... <b>excl. VAT =</b> ..... <b>€ excl. VAT</b>
<b>+ 20% VAT</b>	<b>=</b> ..... <b>€</b>
<b>Total 2nd payment incl. VAT</b>	<b>=</b> ..... <b>€</b>

**b** From 30 April 2018, the deposit payable upon registration will be of 60% of total participation amount excl. VAT:

-> Payment of deposit (payable upon registration)

The deposit must be included with the Application form. You will be sent by post the corresponding invoice.

<b>The deposit is of:</b>	<b>60% X</b> ..... <b>excl. VAT =</b> ..... <b>€ excl. VAT</b>
<b>+ 20% VAT</b>	<b>=</b> ..... <b>€</b>
<b>Total deposit incl. VAT</b>	<b>=</b> ..... <b>€</b>

**c** Participation balance:

The total participation balance invoice must be paid 15 days from the date the invoice is issued.

**Any registrations received less than thirty (30) days before the Show must include payment of all sums owed by the exhibitor.**

**Bank account details:**

BNP Paris Etoile Entreprise  
83, avenue Charles de Gaulle  
92200 Neuilly sur Seine

Bank code: 30004  
Branch code: 00813  
Account number: 00010921240  
Key: 51  
IBAN: FR76 3000 4008 1300 0109 2124 051  
BIC: BNPAFRPPXXX

# YOUR COMMITMENT

I confirm I have read and possess a copy of the General Terms and Conditions of Participation, and I accept all the clauses without restriction or reservation.

I will also read through all the information about the details of my participation in the Show, available in the "Practical Information" section of the Exhibitors' Space which can be accessed from the Show's website, and will comply with all its provisions.

In taking out insurance cover, I declare that I have taken due note and received a copy of the document entitled "Insurance regulations" detailing the cover offered and possess a copy thereof.

I will take out, with an insurance company, at least ten (10) days before the scheduled Show set-up phase, all necessary insurance policies to cover my legal liability as well as that of any person participating directly or indirectly in my business activities and/or those of my company, for any bodily injury, property damage and consequential loss caused to third parties during their participation and/or my company's participation in the Show (including during the set-up and break-down phases). Upon request, I will provide the Organiser with the corresponding current insurance certificate from my insurer stating the cover taken out, the sums involved and the period of validity. Failing this, the Organiser reserves the right to refuse me access to the Show, without this action giving me any right to compensation.

I am responsible for ensuring that the companies present on my stand respect the General Terms and Conditions of Participation. I am liable for any violation of said terms and conditions by the companies present on my stand, and I undertake to cover the Organiser in respect of any appeal, dispute, charge, judgement or miscellaneous outlay arising from these companies in respect of their participation in the Show.

I acknowledge that, if my application to participate in the Show is approved by the Organiser, I will definitively be bound to participate in the Show. Failing that, I must pay a sum to the Organiser, in the name of the penalty clause, of 100% of the total price of my participation in the Show.

I hereby request to be registered as an Exhibitor at SIAL INTERFOOD.

Signatory name (uppercase): .....

Signatory's position at the company: .....

hereby declares having the due authorisations and powers necessary to enter into a contract for this registration

Place: ..... Date: .....

Signature preceded by the words "Read and approved":

Company stamp:

*Information about you will be gathered by SIAL – SALON INTERNATIONAL DE L'ALIMENTATION & KRISTAMEDIA in order to manage your registration and your participation in SIAL JAKARTA and to be able to send you news and business proposals, depending on your preferences. This information is required. In accordance with the applicable regulations, you have the right to access, correct and delete your personal data and to object to their processing. You can exercise these rights by writing to COMEXPOSIUM – SIAL INTERFOOD at 70, avenue du Général de Gaulle, 92058 Paris La Défense Cedex France at or [privacy@comexposium.com](mailto:privacy@comexposium.com).*

*You may receive news and business proposals about the SIAL INTERFOOD. If you do not wish to receive these, please check this box:*   
 *Please send me news and business proposals about SIAL Network's other events: SIAL PARIS, SIAL CHINA, SIAL CANADA, SIAL Middle East, Food India Inspired by Sial.*  
 *Please send me news and business proposals about the partners of SIAL JAKARTA.*  
 *Please send me news and business proposals about the partners of SIAL INTERFOOD and of the Comexposium Group.*

## STANDARD TERMS AND CONDITIONS FOR THE LETTING OF SHOW FLOOR SPACE AND STAND EQUIPMENT



### 1. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF PARTICIPATION

The present standard terms and conditions (hereinafter referred to as the "Terms and Conditions") shall apply to all those exhibitors (hereinafter referred to as the "Exhibitor(s)") who make a request for admission to the SIAL INTERFOOD show (hereinafter referred to as the "Show") organised by:

- SIAL – SALON INTERNATIONAL DE L'ALIMENTATION, a limited company incorporated in France having a share capital of 640 000 EUR, whose registered office is located at 70, avenue du Général de Gaulle, 92058 Paris La Défense Cedex France, registered with the Nanterre Trade and Companies Registry under number 692 029 788, and
- KRISTAMEDIA registered office Jl. Blandongan NO. 28d/g, Jakarta, 11220, Indonesia, company registration number 09.02.1.82.15825, at the exhibition centre Jakarta International Expo, Kemayoran, Indonesia (hereinafter referred to as the "Site").

SIAL – SALON INTERNATIONAL DE L'ALIMENTATION is hereinafter referred to as the "Organiser".

Within the context of its application to participate, the Exhibitor confirms having read through these Terms and Conditions and, where available, any Specific Rules for the Show, as well as all the information concerning the details of the Exhibitor's participation in the Show, available in the "Practical Information" section of the Exhibitors' Space which can be accessed from the Show's website, and undertakes to accept all the clauses thereof, without reservation or restriction.

Admission to the Show entails the Exhibitor's complete acceptance of these Terms and Conditions, as well as all the documents referenced herein.

The Organiser reserves the right to modify these Terms and Conditions without notice. Any changes hereto will be brought to the Exhibitor's attention. Modifications resulting from changes in regulations and/or relating to personal and property safety will have immediate effect, without the need to sign any document on the subject.

In the event of modification of the dates and/or the site hosting the Show, determined by the Organiser for any reason whatsoever, or of any change to these Terms and Conditions which do not have immediate effect as set out in the above paragraph, the Exhibitor will be notified of that change. Unless the Exhibitor cancels its application to participate by means of registered post with confirmation of delivery, sent to the Organiser within 15 days of the said notification, the Exhibitor will be considered as having accepted the new dates and/or site hosting the Show, or the amended version of the Terms and Conditions.

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

## 2. COMMITMENT - ADMISSION

All applications to the Show are subject to examination by the Organiser which reserves the right to assess and verify the following non-exhaustive list of information:

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

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

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

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

In the case of the Organiser's approval of the application to participate in the Show, the Organiser and the Exhibitor will be definitely committed one to the other by means of a contract whose contents comprise the Exhibitor's application as approved by the Organiser, these Terms and Conditions, and the other documents referenced in Clause 1 above.

Consequently:

- the Organiser will provide the Exhibitor with a stand that matches the characteristics indicated by the Exhibitor in its application and will supply the additional services requested in that application, without prejudice to the provisions set out in Clause 10 below,
- the Exhibitor will pay the amounts indicated in its application and will conform to these Terms and Conditions, as well as to all the documents referenced in Clause 1 above.

The Exhibitor may not cancel its participation in the Show for any reason whatsoever, including in the case of a disagreement on the space allocated to it in accordance with Clause 10 below.

In the event of rejection of the application, the Organiser will, as applicable, refund the amount of the first payment already made by the Exhibitor. It is expressly specified that the Organiser reserves the right to reject any application as it sees fit and cannot be held liable for any damages.

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

## 3. INVOICING TERMS

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

## 4. PAYMENT TERMS

Payment of contractually due amounts shall be made as they fall due and in the following manner:

**If the Organiser has received the participation request before April 30<sup>th</sup>, 2018**

- the first instalment (deposit): shall be paid at the time that the Application Form is sent by post or the stand request is validated online, by cheque or bank transfer or, when the application is submitted online, by debit card (30% excl VAT of the global amount from the inscription until the 30<sup>th</sup> of April 2018);
- the second instalment (deposit): shall be paid upon the 30<sup>th</sup> of April 2018 by cheque or bank transfer (30 % excl VAT of the global amount). No discounts are available for early payment or payments on account.
- the third instalment (balance): shall be paid no later than fifteen (15) days after the date of issue of the balancing invoice, by cheque or bank transfer. No discounts are available for early payment or payments on account.

**If the Organiser has received the participation from May 1<sup>st</sup>, 2018**

- the first instalment (deposit of 60% excl VAT of the global amount from the inscription): shall be paid with the application form sent by post or when the Exhibitor submits its online application, by cheque or bank transfer or, when the application is submitted online, by debit card,
  - the second instalment (balance): shall be paid no later than fifteen (15) days after the date of issue of the balancing invoice, by cheque or bank transfer. No discounts are available for early payment or payments on account.
- Registrations occurring less than thirty (30) days before the opening of the Event must be paid in full by the Participant no more than eight (8) days after the date on which the corresponding invoice was sent to the Participant.
- That time frame will be reduced to two (2) days if the Participant registers fewer than eight (8) days before the Event opens, and in all instances, payment must be received by the Organiser at least two (2) days before the Event opens.
- All requests for an equipped stand submitted after registration shall be payable in full at the time of request.

All amounts should be made payable to the Organiser and must be in euros.

## 5. SECURE PAYMENT AND PROOF OF TRANSACTION FOR ONLINE APPLICATIONS

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

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

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

## 6. LATE AND MISSED PAYMENTS

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

If the payment deadlines set out in Clause 4 "Payment Terms" above are not respected, a fixed fee of €10 for debt recovery fees shall be charged by the Organiser in addition to the late payment penalties referred to above. This fixed fee does not preclude any other fees incurred by the Organiser in recovering unpaid invoices.

Stands will only be made available to Exhibitors once full payment has been received.

Once a stand location has been allocated to an Exhibitor, the balance must be paid on or before the date indicated on the invoice.

## 7. VAT

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

\* For companies from European Union member countries:

- Submit the refund request via the appropriate online State portal where the Exhibitor is registered in accordance with the provisions of Directive 2008/9/CE of 12 February 2008. In France, this is the fiscal portal at [www.impot.gouv.fr](http://www.impot.gouv.fr).

- A digital copy of the original invoices for all sums over €1,000 excl. tax must be submitted with the online refund request.

- The refund request must be submitted by 30 September of the calendar year that follows the refund period.

\* For companies from countries outside the European Union:

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

## 8. TERMINATION CLAUSE – PENALTY CLAUSE

8.1 If the Exhibitor fails to pay any of the amounts it owes by the due date or if the Exhibitor fails to comply with any of the clauses of these Terms and Conditions, regardless of the reason, the contract binding it to the Organiser will be terminated seven (7) days after the Organiser has sent a formal notice expressly stating the terms of this Clause 8.1 to the Exhibitor by registered post with confirmation of delivery or by any other useful means, where the breach remains unresolved.

If the Exhibitor expresses the intention of cancelling its participation, the Organiser may implement this termination clause by sending it a formal notice to abandon the cancellation and confirm its participation within seven (7) days. That period of seven (7) days will begin on the date of the first attempt to deliver that registered post to the Exhibitor.

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

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

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

- if the Exhibitor does not occupy its stand by the day before the Show opens to the public, regardless of the reason,
- in the event of the Exhibitor's registration less than thirty (30) days before the Show opens, if the payment stipulated in Clause 4 of these Terms and Conditions is not made within the time frame set out in the said clause (either eight (8) days or two (2) after the invoice was sent and, in any case, at least two (2) days before the Show opens), regardless of the reason.

In the cases mentioned in article 8.2, the consequences of termination will be the same as those provided by article 1.

## 9. INSURANCE POLICY

The Organiser 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).

## 10. ALLOCATION OF STANDS

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

Participation in previous events does not give the Exhibitor any special rights to stand locations. Any complaints made by an Exhibitor about the allocation of stand areas should be addressed in writing to the Organiser within seven (7) days of receiving of the Show's floor plan. Any such complaints must be supported by documentation that clearly sets out the serious nature of, and/or the reasons for, the complaint.

The Organiser will do its best to meet justified requests to change the location of a stand.

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

Under no circumstances shall the Organiser be held liable for any consequences arising from the location of a stand allocated to an Exhibitor.

## 11. SUBLETTING/SHARED EXHIBITING

The Exhibitor may not provide advertising services on any media for a company that is not itself an Exhibitor. Furthermore, the Exhibitor is prohibited from assigning or subletting any stand or part of any stand area that it has been allocated without prior written agreement from the Organiser. If the Organiser agrees to the subletting, the Exhibitor must pay individual registration fees for each of the companies present at the stand. The Exhibitor will ensure that any sub-lessee of its stand complies with these Terms and Conditions. The Exhibitor is liable for any breach of these Terms and Conditions committed by sub-lessees at its stand. Moreover the Exhibitor hereby holds harmless the Organiser against any dispute, claim, charge, judgement and/or miscellaneous disbursements that may arise as a consequence of any company present at its stand in relation to their participation in the Show.

## 12. STANDS

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

### a) Stand use - compliance with applicable laws and regulations

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

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

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

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

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

### b) Damage

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

The leased stand must be returned to the Organiser in a clean condition, free of any waste. The stand and any equipment provided as stand fittings must be returned to the Organiser in good condition. Any damage caused to the occupied space, the stand, the supplied equipment or the existing infrastructure that is observed when the stand is returned will be invoiced to the Exhibitor.

### c) Stand occupation

The Exhibitors will occupy their stands no later than the day before the Show opens to the public.

## 13. PERMITTED PRODUCTS, BRANDS AND SERVICES

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

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

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

## 14. VISIBILITY

The Exhibitor shall be solely liable for the contents of all information supplied by it for the purposes of publication on the Show website, and in particular for information about its products and/or services and their characteristics, performance, prices, etc. The Exhibitor hereby warrants that the aforementioned information is lawful and in particular that it complies with all current regulations relating to the name, offer, presentation, user manual, and description of the scope and terms of the warranty covering the goods, products or services that it is presenting online and, more generally, that this information complies with all current advertising and consumer protection laws.

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

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

## 15. INVITATION CARDS

The copying or re-sale of invitation cards is strictly prohibited and shall be subject to prosecution and other sanctions.

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

## 16. DEMONSTRATIONS AND OTHER EVENTS

### a) Demonstrations

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

### b) Other events

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

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

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

## 17. ADVERTISING

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

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

Any documentation given to any visitor to a stand, such as a business card or order form, must bear the stand name or company name of the Exhibitor as it appears on the booking form.

## 18. BUSINESS PRACTICES / UNFAIR COMPETITION

The Exhibitor is hereby expressly prohibited, for the entire period of the Show, from engaging in acts of unfair competition such as conducting surveys and distributing advertising items outside its stand area, where such surveys or distribution give rise to the diversion of visitors to the Show in favour of the Exhibitor.

The Exhibitor is obliged to ensure that any agreements it enters into with visitors to the Show are executed in good faith.

## 19. COUNTERFEIT ITEMS

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

In the event that a competent court finds that the Exhibitor has breached the provisions of the present clause, the Organiser reserves the right to oblige the Exhibitor to comply with any stipulations made in the court's findings. Failing that, the Organiser reserves the right to refuse entry to the Exhibitor or to enforce any sanctions referred to in the Terms and Conditions without the Exhibitor having the right to claim any compensation.

## **20. SALES FOR TAKE AWAY**

Unless stated otherwise, any sale whereby a purchaser may take immediate possession at the Show of the purchased items is prohibited.

In any event, and when authorised, the Exhibitor will comply with all applicable regulations in force on the Show day(s) relating to the sale of items for immediate take away.

## **21. PHOTOS/BRANDS**

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

- take, should they wish to do so, photos and/or videos featuring the Exhibitor and/or members of its team, as well as any products exhibited at its stand,
- use any such images freely on all media and in particular for the purposes of advertising (including on the internet) in France and worldwide for a period of five (5) years beginning from the date this application form is signed,
- cite and reproduce, for no charge, its trade mark and company name as a commercial reference for the purposes of communication on any media (including the internet) in France and worldwide for a period of five (5) years beginning from the date this present Show application is signed.

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

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

## **22. CATALOGUE**

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

## **23. PRACTICAL INFORMATION**

All information about the details of the Exhibitor's participation in the Show can be viewed in the "Practical Information" section of the Exhibitors' Space, accessible from the Show's website. The Exhibitor will comply with the health and safety regulations and customs formalities, as well as the limitations imposed on stand layouts.

## **24. CUSTOMS**

Each Exhibitor is responsible for carrying out any applicable customs formalities for materials and products originating from abroad.

The Organiser shall not be held liable for any difficulties arising in connection with the completion of such formalities.

The Exhibitor holds harmless the Organiser against any disputes and/or claims in relation to this and will compensate the Organiser for any loss suffered as a consequence of the Exhibitor's failure to comply with the necessary customs formalities.

## **25. CANCELLATION OF THE SHOW DUE TO A FORCE MAJEURE EVENT**

In the event that the Organiser cancels the Show due to a force majeure event as recognised by case law, the Organiser will immediately notify the Exhibitors. If this occurs, the Organiser shall not be held liable for any loss or damages but shall return to the Exhibitors any amounts paid to it by them.

Force majeure events include:

events that render the Site's operation impossible, regardless of the cause, and listed exhaustively below:

- fire, explosion, flood, storm, lightning,
- deterioration of technical equipment resulting in it being impossible to operate the Site,
- flood, violent storm, lightning damage,
- decision by a government authority to close or requisition the Site.

## **26. LIABILITY OF THE ORGANISER**

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

## **27. PERSONAL DATA**

The Organiser may process the Exhibitor's personal data for the purpose of

managing its application to participate in the Show and its business relationship with the Organiser. That information and data will also be retained for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Organiser to improve and personalise the services that it offers and the information that it transmits. Only the Organiser's in-house teams and the service providers that it has authorised will have access to the Exhibitor's personal data. These data may be communicated to third parties, according to the Exhibitor's choice.

Some of these service providers are located in Indonesia and will have knowledge of the Exhibitor's names, surnames and emails data for the purpose of management of the stand. This data transfer outside the European Union is framed by standard contractual clauses like those developed by the European Commission.

In accordance with the applicable regulations, the Exhibitor has the right to access, correct and delete its personal data and to object to their processing. The Exhibitor also has the right to define general or specific instructions as to what is to be done with the data after death. To exercise these rights, the Exhibitor is invited to write to the Organiser by post at COMEXPOSIUM – SIAL INTERFOOD 70 avenue du Général de Gaulle – 92058 Paris La Défense Cedex – France or by email sent to [privacy@comexposium.com](mailto:privacy@comexposium.com).

Depending on the choices made by the Exhibitor on its application form, the Exhibitor may also receive business proposals and news about the Show, other Comexposium Group events and/or their partners.

## **28. SUBSTITUTION OPTION**

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

- be replaced by any company from the Comexposium Group to which it belongs, understood as referring to any controlling, controlled by or placed under the same control as the Organiser (as defined by Article L 233-3 of the French Commercial Code), or

- assign or transfer, in any way and to any person of its choice, the rights and obligations ensuing from these Terms and Conditions, namely in the event of sale or lease management of the Show's business assets.

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

## **29. COMPLAINTS AND DISPUTES - GOVERNING LAW - JURISDICTION**

All complaints must be sent by registered email, return receipt requested within ten (10) days of the Show closing.

The parties shall endeavour to settle amicably and rapidly any dispute that may arise between them in relation to the interpretation and/or execution of the contract and these Terms and Conditions. Any dispute that cannot be settled in this manner will be subject to the exclusive jurisdiction of the Nanterre courts.

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

## **30. TOLERANCE**

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

## **31. INVALIDITY**

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

## **32. SANCTIONS**

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

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

In any event, once any breach has been identified, the Organiser has the right to terminate this contract without incurring liability for any losses suffered by the Exhibitor, and will immediately repossess the stand area.

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