

## GENERAL TERMS AND CONDITIONS FOR RENTAL AND/OR SALE OF PRODUCTS AND SERVICES ONLINE Effective as of 01/05/2021

### NOTICE

The products and services available online on the WEBSITE for EVENTS are offered for sale or rental by companies in the GL Events group. They comply with applicable French standards.

### GENERAL TERMS

#### ARTICLE 1 - ACCEPTANCE OF THE CONTRACT - DEFINITIONS

##### 1.1 PREAMBLE

By ordering SERVICES and/or PRODUCTS from the SERVICE PROVIDER on the WEBSITE and ticking the box "I accept the terms of the contract for rental and/or sale of the products and services online", the CLIENT declares that it has become familiar with and accepted the CONTRACT and the dispositions relative to online orders for the purchase and/or rental of SERVICES and/or PRODUCTS (hereinafter the "ORDER").

The SERVICE PROVIDER reserves the right to modify the CONTRACT at any time, without notice: it will therefore apply from the time it is put online to any new order, subject to prior acceptance by the CLIENT.

As such, the CLIENT acknowledges that its essential obligations under the CONTRACT are as follows:

(i) transmit all information and/or elements and/or accomplish all steps necessary for the execution of the services and/or delivery of the PRODUCTS and/or SERVICES by the SERVICE PROVIDER,  
(ii) to pay the price of the SERVICES and/or PRODUCTS in full.

For its part, the SERVICE PROVIDER acknowledges its essential obligation is to deliver the SERVICES and/or the PRODUCTS within the agreed time limits.

##### 1.2 DEFINITIONS

**CLIENT:** Legal entity that has concluded the CONTRACT with the SERVICE PROVIDER to benefit from the PRODUCTS and/or the SERVICES.

**CONTRACT:** Combines (i) the ORDER accepted by the SERVICE PROVIDER, (ii) the general provisions of this contract for rental and/or sale of products and services online and (iii) the particular conditions of use set out in the annex hereafter.

**SERVICE PROVIDER:** Legal entity providing the SERVICES and/or the PRODUCTS for the benefit of the CLIENT.

**PARTY OR PARTIES:** means the SERVICE PROVIDER and/or the CLIENT.

**MANIFESTATION/EVENT:** any manifestation, event or operation such as trade shows taking place in France in which the CLIENT participates.

**WEBSITE:** website of the SERVICE PROVIDER through which the PRODUCTS and SERVICES are offered for sale and/or rental.

**PRODUCTS/SERVICES:** refers to references or products/solutions offered on the website.

#### ARTICLE 2 - ORDER

##### 2.1 ORDER PLACING

Acceptance and confirmation of the ORDER are carried out by entry of data on successive web screens. This data appears on a summary screen, which permits the CLIENT to check the content as well as the amount of his/her ORDER, and to correct any mistake, before confirming it.

Any rental and/or sale will be considered validly concluded and the CONTRACT deemed to be perfect between the CLIENT and the SERVICE PROVIDER as soon as (1) the order confirmation button is clicked or (ii) in the case of a reservation to be paid by bank transfer or cheque, the "Confirm" button is clicked, (2) the CLIENT's online acceptance of these general terms and conditions of rental and/or sale, materialised by ticking the box "I accept the provisions of the general terms and conditions of rental and/or sale of products and services online" and (3) the SERVICE PROVIDER's confirmation of the summary of the ORDER.

The CLIENT shall receive, after placing the ORDER, a confirmation of its purchase by email to the address provided on the electronic order form filled out on the WEBSITE, including the main characteristics of the PRODUCTS and/or SERVICES ordered, the name of the applicable EXHIBITION, the price including tax, the exact delivery address (stand name, hall number) and delivery and return conditions (date and place), or the performance of SERVICES, and the address to where the CLIENT may send claims and payment methods.

The acceptance of the ORDER by the SERVICE PROVIDER is subject to full payment by the CLIENT. Any ORDER by the CLIENT is firm and final subject to the dispositions of article 2.3 below.

##### 2.2 - ORDER PLACING

The CLIENT is personally responsible for putting in place the hardware and means of telecommunication permitting access to the WEBSITE. He/she is responsible for any telecommunication costs for

internet access and use of the WEBSITE.

The online ORDER service on the WEBSITE is accessible to any CLIENT of EXHIBITIONS, having legal capacity to enter into contracts, within the meaning of French law.

In order to be able to place an ORDER on the WEBSITE, the CLIENT must create an account with an email address and password.

In the context of its ORDER, the CLIENT undertakes to communicate only correct and complete information. If the information communicated turns out to be false, incorrect or incomplete, the SERVICE PROVIDER reserves the right to cancel the ORDER placed by the CLIENT without any right for the latter to claim for any compensation. In addition, the SERVICE PROVIDER shall in no event be liable for the failure to perform or incorrect performance of the CONTRACT resulting from the communication by the CLIENT of false, incorrect or incomplete information.

The CLIENT undertakes to inform the SERVICE PROVIDER of any change relating to such information.

Unless the SERVICE PROVIDER gives a specific agreement, the CLIENT's ORDER must be placed within a minimum period of 21 calendar days in order to be validated before the date of the 1st day of assembly / delivery.

In the event of a request made within a period of time shorter than the aforementioned period, the ORDER will be subject to the issue of a quotation and will not be able to be placed online on the WEBSITE.

Except for special agreement of the SERVICE PROVIDER, the SERVICE PROVIDER will not be required to execute the order when it has not been made within the set deadlines. The same will apply when the SERVICE PROVIDER's stocks are no longer available or when the minimum amounts required by the price terms are not reached.

In case of a force majeure event and/or because of stock availability constraints, because of ORDER deadlines and more generally because of its operating conditions, the SERVICE PROVIDER may supply in lieu and in place of the PRODUCTS ordered, any similar PRODUCT that can ensure identical

use, except where the CLIENT has expressly refused.

#### 2.3 ORDER CANCELLATION

##### 2.31 Principle/Application

Any cancellation of an ORDER for any reason whatsoever, except in case of a force majeure event, made within the deadlines stipulated below will lead to the immediate payment of the total price of the ORDER.

In any case, irrespective of the cancellation date of the ORDER, the instalments already paid and the monies due at that date shall remain the sole property of the SERVICE PROVIDER.

##### 2.32 Exception

In the case of a PRODUCT sale, any ORDER placed by the CLIENT is firm and final.

#### ARTICLE 3 - PRICE - INCREASE

##### 3.1 PRICE

The price of the PRODUCTS/SERVICES is set in Euros, excluding taxes, on the WEBSITE. The prices and taxes applied shall be those in force at the time of the confirmation of the ORDER by the SERVICE PROVIDER.

All ORDERS, whatever the domicile of the CLIENT, are payable exclusively in Euros.

Prices are set by the SERVICE PROVIDER and may therefore be modified at any time, without, however, affecting ORDERS that have already been placed.

##### 3.2 PRICE INCREASE

Concerning all PRODUCTS or SERVICES, the CLIENT accepts that the price be increased:

- By any costs related to a reduction in the assembling/dismantling times in the contract (accepted beforehand by the SERVICE PROVIDER);

- By any additional labour costs if assembling, dismantling, delivery/collection are carried out either after the start of the event or the operation, or on a Sunday or a public holiday and/or outside working hours;

- By any additional costs borne by the SERVICE PROVIDER if, for the PRODUCTS and/or SERVICES concerned, the installation site is not accessible to an articulated lorry and/or a fork-lift truck and/or if the information sent to it is incorrect or incomplete and/or if the assembly-dismantling area is occupied by third parties and/or equipment;

- And/or by any transport and labour costs if the distance between the place of loading and the place

of delivery (installation/assembling/provision of service) is greater than the applicable fixed price or if the SERVICE PROVIDER is not present as such at the EVENTS;

- By any costs related to any changes, after the order, in applicable regulations or exceptional measures taken by the authorities concerned (police department, fire service or others);
- By any costs related to the transfer of its obligations by the SERVICE PROVIDER, as provided for by article 12.1 below.

#### **ARTICLE 4 - DELIVERY - RETURN - DISPUTES**

The following reports will be drawn up:

- SERVICE PROVIDER's delivery note at the time that the PRODUCTS that are rented are made available
- Return slip for PRODUCTS at the time of their return AND/OR
- Acceptance report after assembly of the PRODUCTS/SERVICES
- Returns report before dismantling of the PRODUCTS/SERVICES.

On this occasion the parties will be able to express reservations about the said reports.

In the absence of any reservations, the delivery - acceptance/collection - return will be faultless.

However, the CLIENT may notify the malfunctioning of any PRODUCTS (requiring starting up) within 24 hours of delivery, when transport has been carried out by the SERVICE PROVIDER.

After return, malfunctioning of these PRODUCTS revealed during tests made by the SERVICE PROVIDER within 48 hours (working days) will be payable by the CLIENT, and the ensuing costs are payable on receipt of the invoice.

Unless otherwise indicated at the time of the ORDER, the FURNITURE shall be delivered, installed on stand and laid out where required (provided that the CLIENT forwards a layout plan at the time of the order) and AUDIO-VISUAL connections are made on the day before the opening date of the EXHIBITION at the latest.

The SERVICE PROVIDER shall not be liable and shall not pay compensation in the event of a late delivery due to incomplete or incorrect information provided by the CLIENT.

Lastly, from the date of delivery, the CLIENT will not be able to claim "force majeure" or an act of God against the SERVICE PROVIDER, as the SERVICE PROVIDER shall be deemed to have fully complied with its contractual obligations.

#### **ARTICLE 5 - SITE/COMPLYING WITH STANDARDS**

##### **5.1 SITE(S)**

The CLIENT undertakes to guarantee to the SERVICE PROVIDER that the site(s)/venue(s) at which the rented PRODUCTS are to be installed or SERVICES performed is (are) compliant:

- with the SERVICE PROVIDER's operating conditions, and in particular will be freely accessible to the SERVICE PROVIDER and any third parties and/or equipment belonging to these third parties during the assembly and dismantling periods,
  - with the legal and regulatory conditions (of security, lighting...) in force for the planned operation
- The CLIENT guarantees to the service provider that the owner or user of the site where the MANIFESTATION/EVENT is taking place has expressly given their consent for the transport and assembly of the PRODUCTS ordered.

The CLIENT also undertakes to supply to the SERVICE PROVIDER, 30 working days at the latest before the date of the 1st day of installation, with the details of any site constraints (underground/overhead network, ground resistance, etc.) and the precautions, particularities and/or prohibitions for assembling or others that are related to this.

With regard to the owner or user of the site where the MANIFESTATION/EVENT is taking place, the CLIENT will deal with repairing any damage caused to the site as a result of the nature of the PRODUCTS installed by the SERVICE PROVIDER according to good practices and (i) will cover the SERVICE PROVIDER against any claim and (ii) will bear the costs of repairing alone.

Change of site will result in cancellation of the ORDER.

#### **ARTICLE 6 - RESPONSIBILITY - INSURANCE -**

##### **6.1 RESPONSIBILITY**

From the date of its being made available, of delivery or acceptance, the CLIENT will be sole guardian of the rented PRODUCTS and solely responsible for any theft, loss or damage suffered or caused by these PRODUCTS, until their restitution.

During this period the SERVICE PROVIDER disclaims all responsibility concerning the documents, objects, samples, equipment or others present in/under/on the PRODUCTS rented by the CLIENT.

Should it prove impossible to carry out the repair or the return of the rented PRODUCTS, these shall be invoiced at their replacement value.

The SERVICE PROVIDER is subject to an obligation of means for the performance of the SERVICES.

Where, at the time of ORDER, the SERVICE PROVIDER's responsibility is engaged, on whatever grounds and for whatever cause, all damages taken together and, in

particular, direct and indirect damages (comprising intangible losses), will be strictly limited to a sum at most equivalent to the cost or to the portion of the cost of the ORDER judicially recognised as not having been executed or having been incorrectly executed, and this sum cannot be higher than the limit(s) of the guarantees in the SERVICE PROVIDER's insurance policy, limits that the SERVICE PROVIDER will furnish on receipt of a simple request.

Whatever the case may be, the SERVICE PROVIDER shall not be held liable for any claims whatsoever, including theft, loss, destruction, etc., related to personal belongings and items, including but not limited to: laptops, tablets, phones and generally all electronic devices, cash and securities as well as art items and collectibles, jewellery and furs, precious stones, pearls, watches, etc.

##### **6.2 INSURANCE - CIVIL LIABILITY**

The CLIENT states that it is insured in terms of civil, professional and operational liability, this insurance must cover the responsibilities that the persons authorised by the CLIENT to use the rented PRODUCTS might incur, and will furnish its statement of cover at the SERVICE PROVIDER's first request.

##### **6.3 INSURANCE - DAMAGE CAUSED TO THE RENTED PRODUCTS**

The CLIENT shall take out an "all risk damage" insurance policy for the value of the rented PRODUCTS. In the event of a claim, the SERVICE PROVIDER will invoice the CLIENT for the replacement value of the PRODUCTS destroyed/the cost of repairing the damaged PRODUCTS.

#### **ARTICLE 7 - VARIOUS OBLIGATIONS**

##### **7.1 USE**

The CLIENT undertakes:

- To use the PRODUCTS in accordance with their intended purpose, to do nothing nor allow anything to be done that could lead to their damage or disappearance, to give them the normal maintenance required, to keep and to return them clean and in good working order, to respect the SERVICE PROVIDER's particular recommendations, specific advice for use, and appropriate warnings which it acknowledges having read notably in this CONTRACT, the specifications, and/or the documents handed to it on delivery;
- Not to carry out any modification or repair, however small;
- To use it in covered places, away from water seepage, except for PRODUCTS by their nature intended to be used outdoors and on consolidated ground;
- To allow any of the SERVICE PROVIDER's representatives or persons authorised by the latter unrestricted access to the PRODUCTS installed and to take

any necessary steps to make their task easier;

- To return it to the SERVICE PROVIDER free of anything that could hinder its use.

##### **7.2 FAILURE TO RETURN/DELAY IN RETURNING**

With the exception of specific agreements, whatever the length of rental, the CLIENT's failure to return the rented PRODUCTS within the allotted time will entail ipso jure the payment by the CLIENT of compensation for loss of use by way of a penalty clause corresponding to the cost of rental per day of delay, without prejudice to any damages or interest that may result. Furthermore, and without prior formal notice, the SERVICE PROVIDER will be able to regain possession by means of a simple summary order given by the Presiding Judge of the Commercial Court or the Court of Appeal of Lyon.

##### **7.3 OWNERSHIP**

The PRODUCTS rented by the SERVICE PROVIDER remain its sole property.

The CLIENT refrains from assigning, renting, lending, moving, pledging, or permitting seizure by one of its creditors, of the PRODUCTS held by it until their restitution to the SERVICE PROVIDER or until it has completed payment in the case of a purchase. The CLIENT undertakes immediately to inform the SERVICE PROVIDER of any incident likely to affect the ownership of the aforementioned PRODUCTS.

##### **7.4 ILLUSTRATIONS/PHOTOS**

The illustrations and/or photos featured on the WEBSITE are not binding.

##### **7.5 MEASURES AGAINST ILLEGAL WORKING**

The SERVICE PROVIDER is committed to complying with all legal obligations and regulations for which it is responsible in connection with measures against illegal working.

##### **7.6 RIGHTS OF INTELLECTUAL PROPERTY OF THE SERVICE PROVIDER**

The CLIENT is not authorised to use the brands and/or any other distinctive marking of the SERVICE PROVIDER for whatever reason except with written prior consent from the SERVICE PROVIDER. Moreover the renting or the sale of PRODUCTS including the drawings concerning the PRODUCTS whether protected or not by intellectual property rights (including patents, design law or copyright) do not give rise to any right of reproduction in favour of the CLIENT.

#### **ARTICLE 8 - SPECIFIC CONDITIONS OF USE**

The applicable Specific Conditions of Use are annexed hereinafter and form an indivisible whole with the General Conditions.

#### **ARTICLE 9 - TERMS OF PAYMENT**

Payments for ORDERS are carried out online on the WEBSITE, by bank card (MasterCard, "Carte bleue" Visa, Maestro, CB or ecard), cheque made out to the SERVICE PROVIDER to the address stated on the WEBSITE or bank transfer (costs to be borne by the CLIENT); acceptance of the ORDER by the SERVICE PROVIDER is subject to complete payment by the CLIENT.

In the event that the bank account information transmitted is invalid and/or in the event of fraud or attempted fraud in relation to use of the WEBSITE, the SERVICE PROVIDER may cancel the ORDER. In the event of incomplete payment or non-payment, the ORDER shall be cancelled, without prejudice to any damages that may be claimed by the SERVICE PROVIDER.

Payments are made by bank card through a secure payment system. The CLIENT agrees to personally use the bank card of which he/she is the holder. The SERVICE PROVIDER shall in no event be liable in case of fraudulent use. No discounts will be granted to the CLIENT for early payments.

Any late payment of the amounts due by the expiry date, howsoever arising, by the CLIENT and for any reason whatsoever, will (following formal notification) incur late payment interest charges calculated using the rate of interest applied by the European Central Bank to its most recent main refinancing operation, increased by ten (10) percentage points without being less than three (3) times the legal interest rate in force on this date (based on the due date, the ECB rate applicable during the first half of the year concerned shall be the rate in force on 1 January of that year and that applicable during the second half will be the rate in force on 1 July of that year). The CLIENT will also be liable for a fixed fee for recovery costs in any commercial transactions provided for in articles L.441-10 and D. 441-5 of the Commercial Code, as well as, on presentation of receipts, any additional compensation.

No compensation can be made without the prior written consent of the SERVICE PROVIDER.

## **ARTICLE 10 - COMMUNICATION - INTELLECTUAL PROPERTY**

### **10.1 COMMUNICATION**

The CLIENT authorises the SERVICE PROVIDER, who reserves the right for commercial and advertising reasons, to reproduce and diffuse all or a part of (i) the photographs and/or videos representing the PRODUCTS and/or SERVICES delivered by the SERVICE PROVIDER for the CLIENT account, (ii) the commercial name and/or brand of the CLIENT (iii) the poster of the CLIENT'S event on all communication tools both material and immaterial notably in its group catalogue, institutional brochure, commercial documentation, press and publicity publications, websites, pages on social networks or on smart phone applications and

all other forms/formats of publication in France and abroad during a period of 5 (five) years from the date of delivery of the PRODUCTS and/or SERVICES.

As such, the CLIENT declares and guarantees that it is the exclusive title holder of the rights attached to the elements noted above and, thus, that it disposes of all the rights and authorisations necessary for the authorisation of the exploitation granted to the SERVICE PROVIDER, in default of which it is invited to give specific prior notice or to hold it not responsible for any claim that may be brought on the occasion of the exploitation of the above-listed rights.

## **10.2 - INTELLECTUAL PROPERTY**

The intellectual property rights attached to all items on the WEBSITE, and in particular text, comments, HTML pages, images and photos reproduced on the WEBSITE, are owned by the SERVICE PROVIDER. Any full or partial reproduction of any of these elements without the prior written authorisation of the SERVICE PROVIDER is strictly prohibited. The CLIENT shall expressly indemnify and hold harmless the SERVICE PROVIDER for all consequences (including financial consequences) of any action and notably legal action that may be taken against the latter because of non-respect of such prohibition.

Information and data of all kinds contained on the WEBSITE remain the property of the SERVICE PROVIDER. The rental of PRODUCTS protected by intellectual property rights does not cause, unless otherwise stated, any transfer of such rights in favour of the CLIENT.

## **ARTICLE 11 - ACCESS TO AND AVAILABILITY OF THE WEBSITE**

The CLIENT represents that he accepts the characteristics and limits of the internet and acknowledges, in particular:

- that he/she is aware that the WEBSITE'S performances depend largely on the characteristics of its workstation, modem and the type of connection chosen;

- that he/she is aware of the nature of the internet network and in particular of its technical performances and the response time for consulting, requesting or transferring information or content;

- that it is his/her responsibility to take all appropriate measures in order to protect his own data and/or equipment from contamination by any computer virus or attempts at intrusion that could affect the proper functioning of or damage computer equipment.

The SERVICE PROVIDER undertakes to use its best efforts to

maintain accessibility of the online service. The SERVICE PROVIDER is bound, however, only by a best efforts undertaking, and cannot guarantee continuous and uninterrupted service.

The SERVICE PROVIDER reserves the right to modify or interrupt, temporarily or permanently, the WEBSITE accessibility, in particular for maintenance purposes, updates or improvements, or to make changes to its content or presentation, without any prior notice or compensation whatsoever, although, to the extent possible, the SERVICE PROVIDER shall inform CLIENTS prior to performing such action.

The SERVICE PROVIDER shall not be held responsible in any way either for technical problems or difficulties due to maintenance or to a breakdown of its network, or to communication problems on the part of the CLIENT'S internet service provider. The automatic registration systems of the SERVICE PROVIDER are deemed to be proof of the electronic contract and its date, which the CLIENT expressly agrees with.

## **Customer Service**

The SERVICE PROVIDER'S customer service can be accessed via the contact details shown on the WEBSITE.

The SERVICE PROVIDER shall respond to calls, letters and emails in French and/or English.

## **ARTICLE 12 - DEFAULT AND TERMINATION**

### **12.1 NON-PERFORMANCE**

In accordance with the provisions of articles 1219 and following of the French Civil Code, the execution of the CONTRACT may be suspended by one or other of the PARTIES in the case of non-performance by the other PARTY of any one of its essential obligations, after having sent a formal notice through registered letter with acknowledgement of receipt remained unsuccessful during the delay period noted in the terms of the said letter.

All costs arising from the resumption of the performance of the CONTRACT by one or other of the PARTIES will be invoiced with appropriate justification to the defaulting PARTY.

At the end of this period, if no change has intervened to allow the resumption of the performance of the CONTRACT, this will be automatically terminated to the detriment of the defaulting PARTY. This termination will be notified to the latter by a new formal notice sent through registered letter with acknowledgement of receipt and the effects of termination will be those outlined in article 12.2 below.

### **12.2 TERMINATION OF THE CONTRACT**

It is expressly agreed between the PARTIES that failures in relation to the essential obligations of each of

the PARTIES as stated in article 1.1 above may entail the termination of the CONTRACT after formal notice sent to the defaulting PARTY by registered letter with acknowledgement of receipt.

The termination shall be notified to the latter by sending a new registered letter with acknowledgement of receipt and will take effect after the dismantling of the PRODUCTS and their complete removal from the site by the SERVICE PROVIDER. The CLIENT undertakes to leave access to the SITE for dismantling and removal of the PRODUCTS by the SERVICE PROVIDER according to a timetable agreed between the PARTIES.

Where termination is due to the CLIENT'S default: termination will entail the payment upon reception by the CLIENT of the invoice for the entire order.

Where the termination is due to the SERVICE PROVIDER'S default: the CLIENT will pay for all the SERVICES carried out and/or the PRODUCTS delivered in whole or in part and of the costs to the start of operations of dismantling by the SERVICE PROVIDER.

## **12.3 ENFORCED PERFORMANCE**

In consideration of the specific nature of the PRODUCTS and SERVICES and of the indispensable knowledge necessary to the execution of the obligations of the SERVICE PROVIDER under the CONTRACT, the PARTIES expressly agree to exclude the application of articles 1221 and 1222 of the French Civil Code.

## **12.4 PRICE REDUCTION**

In accordance with the provisions of article 1223 of the French Civil Code, the reduction in the price requested by the CLIENT must be subject to the prior and express consent of the SERVICE PROVIDER.

## **ARTICLE 13 - FORCE MAJEURE - COVID**

### **13.1 Force majeure**

According to the provisions of article 1218 of the French Civil Code, the obligations of the PARTIES will be suspended in case of a force majeure event. By explicit agreement, the following events in particular are considered to be cases of force majeure: wars, riots, fires, strikes, natural disasters, shortage of raw materials, transport strikes, administrative closure of the SITE in question by a competent authority with the necessary police powers or cancellation of the MANIFESTATION/EVENT in application of a national or regional regulation, even if the legal and case law conditions for force majeure are not met.

The PARTY victim of an event of Force Majeure shall immediately notify the other PARTY by letter with acknowledgement of receipt of the occurrence of the said event, and the execution of its obligations will thus be suspended.

(i) If the impediment is temporary, performance of the obligation will

be suspended unless the resulting delay does justify termination of the CONTRACT.

Where the CONTRACT persists, the CLIENT will pay the SERVICE PROVIDER all the costs incurred during the period of suspension of the CONTRACT, increased by all other substantiated costs that may be generated on the occasion of the resumption of the obligations of the CONTRACT.

(ii) If the impediment is definitive the CONTRACT will be terminated and the PARTIES freed from their obligations. The termination will entail payment upon reception of the invoice for all SERVICES carried out and/or PRODUCTS delivered in whole or in part and of the costs undertaken by the SERVICE PROVIDER in execution of the CONTRACT up to the date of termination of the CONTRACT.

### 13.2 COVID 19 - SPECIFIC CLAUSE CONCERNING CANCELLATION OR POSTPONEMENT

If one or more of the Restrictions listed below apply to the EVENT concerned due to the Covid-19 pandemic, the Parties undertake either:

- 1) to, postpone the execution of the SERVICE and/ delivery of the PRODUCTS to a later date within twelve (12) consecutive months. The Parties acknowledge that such a postponement shall entail the payment of an administrative fee by the CLIENT, equal to 10% of the amount of the CONTRACT (including VAT). If the sums already paid by the CLIENT to the SERVICE PROVIDER are greater than the administrative fees concerned, the balance shall be retained by the SERVICE PROVIDER and credited to the amounts due for the postponed EVENT. If the sums already paid by the CLIENT to the SERVICE PROVIDER are less than the administrative fees concerned, the outstanding balance must be paid within ten (10) days of the decision to postpone the EVENT.
- 2) to, if the postponement of the ORDER is impossible, cancel the ORDER. The cancellation shall take effect on the date the SERVICE PROVIDER receives the first written request from the CLIENT asking for the ORDER to be cancelled and shall result in the payment of the following sums by the CLIENT to the SERVICE PROVIDER:
  - Payment upon receipt of invoice of all the

executed SERVICE and/or PRODUCTS delivered in all or in part, and ;

- Payment of the costs incurred by the SERVICE PROVIDER until the date of termination of the CONTRACT. Those costs will be increased by 25% for operating costs.

Any down-payments paid by the CLIENT to the SERVICE PROVIDER shall be refunded by the latter after the sums mentioned above have been deducted. Any remaining sums to be paid by the CLIENT to the SERVICE PROVIDER must be settled within 10 days of the cancellation.

List of Restrictions: Measures decided upon by the competent authorities: lockdown, a ban on gatherings, administrative closure of the VENUE, travel restrictions affecting at least 50% of the EVENT'S participants.

### ARTICLE 14 - UNFORESEEN EVENTS

Taking into account the duration of execution of the ORDER, the CLIENT and the SERVICE PROVIDER agree to exclude the application of the provisions of article 1195 of the French Civil Code.

### ARTICLE 15 - PERSONAL INFORMATION - COMPLIANCE

#### 14.1 Processing of personal data carried out by the SERVICE PROVIDER acting as data controller

According to the French Data Protection Act of January 6th, 1978, modified and to the European regulation 2016/679 (GDPR), the SERVICE PROVIDER, acting in quality of data controller, processes personal data provided by the CLIENT as part of its ORDER. In this context the communication of personal data by the CLIENT to the SERVICE PROVIDER is mandatory for the processing of the ORDER.

Personal data is processed for the following purposes:

- A) The contractual or precontractual relationship management and follow-up (trade negotiations, ORDERS execution, billing, delinquency management and dispute);
- B) The exploitation, development and management of the customer/prospect database (sending of newsletters, commercial prospecting, processing of requests to exercise the rights, the management of contact requests);
- C) The improvement and customization of services for the CLIENT (production of statistics, satisfaction surveys, newsletters subscription management);
- D) The transfer of the personal data to the SERVICE PROVIDER's partners in the

context of business relationship (transfers);

- E) The compliance with legal obligations.

Legal basis for the processing, which purposes are in the above-mentioned categories, are:

- For category A): the performance of a contract or the performance of pre-contractual measures taken at the request of the CLIENT.
- For categories B) and C): legitimate interests arising from these categories for the SERVICE PROVIDER.
- For category D): the CLIENT's consent. It can be withdrawn at any time thereafter.
- For category E): compliance with legal obligations.

The recipients of the personal data are the relevant SERVICE PROVIDER's department and partners/ GL events Group's companies in case of express consent of the CLIENT, and processors. Some of these recipients may be located outside the European Union. Where necessary, appropriate safeguards have been taken, in particular through the introduction of standard data protection clauses adopted by the European Commission.

The SERVICE PROVIDER only keeps personal data for such time as is necessary for the operations for which it was collected and in compliance with the regulations in force, for such time as is necessary for the compliance with legal obligations and/or, when the SERVICE PROVIDER does commercial prospecting, for a maximum period of 3 years as of the last effective contact with the prospect/client, to the exception of some cases justified by a particular context.

The CLIENT has the right to access, modify and delete any data concerning its person. The CLIENT has the right to restrict processing of its data, the right to portability of its data and also the right to set general and specific guidelines concerning how he/she wants its rights to be exercised after his/her death. The CLIENT is also hereby notified that he/she has the right to oppose the fact that its personal data could be used for commercial prospecting purposes as well as the **right to oppose**, due to its specific situation, any processing based on the execution of a mission of public interest or on purposes of legitimate interests.

The CLIENT may exercise its rights by writing an email to the SERVICE PROVIDER stating its name, first name and postal address to which it wishes to receive the response, to the following address: [data@gl-events.com](mailto:data@gl-events.com).

The CLIENT also has the right to lodge a complaint with a

supervisory authority (CNIL in France).

### 15.2 Processing of personal data carried out by the SERVICE PROVIDER acting as processor

In cases where the SERVICE PROVIDER processes personal data on behalf of the CLIENT, the SERVICE PROVIDER acts as data processor and the CLIENT acts as data controller.

In this framework, the SERVICE PROVIDER commits to comply with the obligations incumbent to any data processor including but not limited to only process personal data on CLIENT's instructions.

### 15.3 Processing of personal data by the CLIENT

The CLIENT is fully and individually responsible of its processing of personal data. On this basis, the CLIENT commits to comply with the obligations incumbent to any data controller, including to transfer to the SERVICE PROVIDER personal data harvested in accordance with all applicable legal and regulatory requirements.

Furthermore, the CLIENT expressly guarantees the SERVICE PROVIDER against any and all claims from third parties which the SERVICE PROVIDER could suffer through the violation, by the CLIENT, of its data controller's obligations. The CLIENT agrees to indemnify the SERVICE PROVIDER of any and all damages that the SERVICE PROVIDER might suffer and to pay the SERVICE PROVIDER any costs, indemnities, charges and/or convictions that the SERVICE PROVIDER could have to bear in this regard.

### 15.4 Code of business conduct

The GL events Group has set up a CODE OF BUSINESS CONDUCT

which underlines the values upheld by the Group and which defines the rules enforced by the Group and which the latter requires to be enforced by its partners. This Code can be downloaded at <https://www.gl-events.com/fr/ethique-conformite>. The CUSTOMER declares that it has read and accepted the terms.

### 15.5- Fight against corruption and influence peddling

The Parties will base their commercial relations on the principles of transparency and honesty. GL events group has an ANTI CORRUPTION CODE OF CONDUCT that can be downloaded at <https://www.gl-events.com/fr/ethique-conformite>.

In accordance with these principles and with the Code of business conduct, negotiations and commercial relationship between the parties do not lead to behaviour

or acts from them or their managers or employees that may be considered as corruption or influence peddling. In the course of their relations, each Party reserves the right to request the other Party what measures have been taken to ensure that their legal representatives, employees, subcontractors, suppliers, agents, or any third party that they may commission are subject to the same commitments and respect the principles of transparency and integrity. This Article constitutes an essential commitment of the relationship between the Parties.

#### **ARTICLE 16 - CHOICE OF DOMICILE - APPLICABLE LAW - ASSIGNMENT OF JURISDICTION**

For the execution of this CONTRACT the CLIENT and the SERVICE PROVIDER both choose domicile in their respective registered offices. By express agreement between the parties (the SERVICE PROVIDER and the CLIENT), the applicable law in this CONTRACT and to its consequences, both in terms of rules of procedure and those of content, is exclusively French Law and the PARTIES expressly waive the application of any provisions of the VIENNA Convention dated 11th April 1980 concerning international sales contracts for goods.

It is expressly agreed that only the jurisdictions of LYON are competent to hear any disputes relating to the interpretation and execution of this CONTRACT, the CLIENT waiving the judicial competence on which it could rely.

The signature of a bill of exchange or of a promissory note does not constitute a dispensation to this clause.

#### **ANNEX: Specific conditions**

Guarding the installation site and the SERVICE PROVIDER'S PRODUCTS and/or SERVICES is the CLIENT'S responsibility from the first day of assembly to the last day of dismantling.

#### **III - CONDITIONS OF USE: PARTICULARITIES - WARNINGS - SPECIFICITIES**

##### **I.1 STRUCTURES -**

The CLIENT shall undertake to obtain the necessary approvals (such as the building permit) and check its inclusion on the Site.

The CLIENT shall inform the SERVICE PROVIDER about every special feature of the building permit likely to modify the PRODUCTS and/or SERVICES of the SERVICE PROVIDER.

The CLIENT shall provide the installation diagram within the deadlines prescribed, shown by (i) the layout for the STRUCTURES desired, or (ii) any specific instructions helping to identify the four points corresponding to the four corners of each of the STRUCTURES - Failing this, the CLIENT will be invoiced the additional costs borne by the SERVICE PROVIDER to draw them up.

Furthermore the CLIENT shall undertake to respect the regulations in accordance with the directions of the supervising offices, SDIS and the purpose of the STRUCTURES - (in particular in terms of fire safety, installation of STRUCTURES - access, emergency exits, road and various networks etc.

The access and installation sites shall be levelled, suitable for motor vehicles and accessible to delivery and assembly machinery for STRUCTURES. Furthermore, access to the site during DELIVERY, ASSEMBLY and DISMANTLING operations must be secure in accordance with current safety regulations (in particular, fencing and closure of access roads) by the CLIENT and at its expense.

The CLIENT shall be present or appoint a person to show the erection area to the SERVICE PROVIDER. This area shall be marked out or traced on the ground to enable the rented equipment to be set up.

The CLIENT must be present on the first day and at the very start of assembling and will be responsible for identifying the four points corresponding to the four corners of each STRUCTURE with the SERVICE PROVIDER.

If an error in tracing has been made by the CLIENT or its authorised agent, the assembly work, once started, cannot be interrupted and the CLIENT will lose all its rights to any recourse whatsoever.

The CLIENT shall take the necessary measures with an independent aid body which will inspect and verify the installations on its behalf according to the plans and after assembling.

With regard solely to the rental of Industrial buildings - multi-form structures/Tarpaulins, any period commenced is due and the contract will be renewed by tacit agreement per equivalent period, with the exception of the option for one or other of the parties to terminate it on each anniversary date, in return for one month's notice given by recorded delivery letter.

All the technical recommendations mentioned hereinafter are subject to constant updating issued following request made to our technical departments.

During the period of availability, the doors and exits must be closed in the event of high wind.

The temporary structures must be evacuated on the initiative and under the responsibility of the CLIENT for any wind with a force stronger than or equivalent to 80 km/hour.

In the event of snow, the CLIENT shall take every urgent step and in particular ensure that one or more forced-air heating appliances with shafts to evacuate flue gases are working so that the snow can be melted and thawed. This shall be done continuously, day and night (risk of collapse as from three centimetres).

In the event of partial or total collapse of our equipment for non-fulfilment or insufficiency of heating, the CLIENT will be responsible for all the damage.

Upholding the EVENT or operation under these conditions will be under the CLIENT'S sole responsibility and it will assume all the consequences.

Snow: if, despite the previous measures, a 3-centimetre layer of snow persists, the CLIENT shall order the evacuation under its responsibility.

Similarly the CLIENT shall give the evacuation order in special circumstances likely to put at risk public safety.

It is expressly agreed that no nailing, application of adhesive or paint, hanging, drilling or fixing material to the temporary structures will be carried out on the rented equipment unless otherwise agreed in writing by the SERVICE PROVIDER. If this is the case, the CLIENT shall be invoiced for the repair which would be payable by cheque on receipt of the invoice and the CLIENT refrains from carrying out, having carried out or allowing the aforementioned action to be carried out. In the event of flooding by rises in water levels, up flow of sewers, damp, water seepage and leaks, the SERVICE PROVIDER will in no way be responsible for any damaged equipment and other damage and disorder. The CLIENT refrains from taking, having taken, or letting any measure be taken that may hamper unrestricted access to the temporary structures (emergency exits, safety passages, firemen's access, etc.)

It is expressly held that the Gardens - Cottages, 2-slope Structures, three-dimensional Structures, Structure additions, Pavilions, 4 Seasons Village, Shelters, Pathways and Structure cladding are designed and installed taking normal meteorological conditions into account. The SERVICE PROVIDER cannot be held responsible for any damage that may be caused to persons or equipment sheltered by these installations, when the solidity of the latter has been proven faulty as a result of a storm, torrential rain, heavy snowfalls, etc.

Guarding the installation site and the SERVICE PROVIDER'S PRODUCTS and/or SERVICES is the CLIENT'S responsibility from the first day of assembly to the last day of dismantling.

##### **I.2 TEMPORARY ARRANGEMENT / SIGNAGE**

The CLIENT must specify with the ORDER if the installation will be on concrete or on a wooden floor, and attach to the latter a detailed, dimensioned plan of its stand together with the desired installation date.

With regard to floor coverings, the surface areas to be invoiced will be calculated taking into account any offsets due to standard carpet widths (two or four-metre widths).

Floor covering surfaces will be rounded up to the nearest square metre.

In connection with signs, the CLIENT must obtain from the site landlord the necessary options for ceiling attachments (if this service is requested) as well as technical details (height, slinging points, permitted load).

Wall covering surfaces will be rounded up to the nearest square metre.

##### **I.3 ENERGY**

It is the CLIENT'S responsibility to provide the source of electricity and the water supply, except in special cases.

The CLIENT undertakes to ensure that the SERVICE PROVIDER has optimal access to this source. The SERVICE PROVIDER will invoice it for any specific arrangements necessary for access to the services (in particular cabling, etc.)

The CLIENT refrains from opening any electrical cabinets and any electric connections unless expressly agreed to the contrary in writing by the SERVICE PROVIDER beforehand. The SERVICE PROVIDER accepts no responsibility, whatever the cause, if this provision is not respected.

To avoid theft, the CLIENT must lock up the PRODUCTS made available to it, every evening. Additional electric connections (i.e. non-standard) will be invoiced extra.

##### **I.4 AUDIOVISUAL**

The CLIENT must test the PRODUCTS before using them, if he/she so wishes, as they are delivered in perfect working order.

The CLIENT is responsible for third parties in respect of use of the PRODUCTS and in particular use of HF emitters, audio and video, walkie-talkies, radios, telephones..., without recourse of any kind against the SERVICE PROVIDER.

Shock and overturn indicators are placed on the packaging of some PRODUCTS (particularly plasma screens...) and their condition will define the quality of transport and/or use of the rented equipment by the CLIENT.

The CLIENT will be invoiced for the light fittings returned out of action at 100% of their replacement value. It will be the same for all cables and accessories not returned and all other equipment given with the PRODUCTS for their use.

To avoid theft, the CLIENT must lock up the PRODUCTS made available to it, every evening.

Additional electric connections (i.e. non-standard) will be invoiced extra.

##### **III.3 FLOWER DECORATIONS**

The SERVICE PROVIDER is responsible for general maintenance.

The CLIENT undertakes to see to it that the indoor plants rented are in an ambient environment of between 15 and 20 degrees Celsius from September to March.

#### **I.6 FURNITURE**

The FURNITURE colours, photographic and digital presentations presented on the WEBSITE are not binding. The CLIENT represents that he is ordering FURNITURE with full knowledge of that fact. The SERVICE PROVIDER may modify the offer of FURNITURE proposed on the WEBSITE, or put an end to such offer, without prior notice, subject to completion of transactions that have already been concluded.

#### Furniture availability

The PRODUCTS and/or SERVICES offer is proposed by the SERVICE PROVIDER within the limit of available stocks.

If one or more PRODUCTS and/or SERVICES should become temporarily or permanently unavailable, the SERVICE PROVIDER shall make best efforts to update its WEBSITE. In no event shall the SERVICE PROVIDER be liable for the lack of availability of one or more PRODUCTS and/or SERVICES.