

# METZ INTERNATIONAL FAIR

FROM FRIDAY,  
SEPTEMBER 28th  
TO MONDAY,  
OCTOBER 8th

The Canadian  
Experience

The fair, naturally



## APPLICATION 2018

### 1 - Contact information

Name or company name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Postal code: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Website address: \_\_\_\_\_ Email: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_ EPA: \_\_\_\_\_

Intra-community VAT: \_\_\_\_\_

Contact name: \_\_\_\_\_ Position: \_\_\_\_\_

**Important: The insertion shall have a 3-month old certificate of incorporation (Kbis) and a 30% advance payment. INCOMPLETE APPLICATIONS WILL BE REFUSED.**

Reserved to the organizer

Delivery method: \_\_\_\_\_

Date of receipt: \_\_\_\_\_

Deposit: \_\_\_\_\_

Hall: \_\_\_\_\_

Place: \_\_\_\_\_

Area: \_\_\_\_\_

Angle: \_\_\_\_\_

Sales representative: \_\_\_\_\_

### 2 - Brand name: \_\_\_\_\_

The insertion in the catalogue is not guarantee after September 10th 2018.

### 3 - Displayed products: MANDATORY

Only the products introduced in the application are allowed on the stand, subject to the approval of the organization. For the exhibitors: 1 product / 9 sqm

Products	Brand	Country of origin
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
News Features: any innovation should be communicated		
_____	_____	_____
_____	_____	_____

We reserve the right to remove any item if the brand is not registered

### 4 - Billing address (if different than the head office)

Name or company name: \_\_\_\_\_

Name of the supervisor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Postal code: \_\_\_\_\_ City: \_\_\_\_\_

Intra-community VAT: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### 5 - If your company exhibited Last Year

**Subject to availability**

- you wish the same stand (application made before April 1st 2018)
- you wish another stand  
Explain the reason: \_\_\_\_\_
- you wish another area  
Explain the reason: \_\_\_\_\_

Reserved to the organizer

Covered by: \_\_\_\_\_

EBMS: \_\_\_\_\_

Attached documents :  Certificate of in corporation (Kbis)  
:  Deposit  
:  Plan

Deposit Invoice : \_\_\_\_\_

Proposal : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# DESIGN & CALCULATE THE COST OF YOUR STAND

## 6 - Dimensions of your stand (minimum of 9 sqm)

- The standard depth is 3 m.
- Depth \_\_\_\_\_ x \_\_\_\_\_ Length =  sqm with \_\_\_\_\_ angle(s)

## 7 - Your location

Please see the attached document to state your area.

Each area is described and appears on the 83<sup>rd</sup> Fair plan.

REGISTRATION

- **Mandatory registration fee:**  
Includes: preparation of the submission, 3 badges + 10 invitation cards; and beyond 24 sqm in a hall or 50 sqm outdoor: 10 supplementary invitation cards for 10 sqm + insurance.....
- Angle(s) .....
- Waste recycling - **mandatory ((maximum of 50 sqm))**.....each sqm
- Single-phase power adapter 1 kWh .....
- Three-phase electrical panel 6 kWh **mandatory from 6 kWh** .....
- Additional single-phase kWh .....
- Additional three-phase kWh .....

Unit price (Excluding taxes)	Qty	Price of your stand
280,00 €	1	280,00 €
226,00 €		
2,30 €		
173,00 €		
830,00 €		
90,00 €		
117,00 €		

### the required options - Mark your choice

HALL

		Square meter price
<b>Hall A</b> <input type="checkbox"/> Housing <input type="checkbox"/> Heating - air conditioning - insulation <input type="checkbox"/> Building finishing work	<input type="checkbox"/> <b>Gross floor area</b> <input type="checkbox"/> <b>Stand with divider and stiffener</b>	167.15 €
<b>Hall A</b> <input type="checkbox"/> Kitchen suppliers	• <b>Gross floor area</b>	172.45 €
<b>Hall B</b> <input type="checkbox"/> Furniture	• <b>Gross floor area</b>	173.00 €
<b>Hall C and gallery</b> <input type="checkbox"/> Official participations <input type="checkbox"/> Premium area - Media	• <b>Gross floor area</b>	173.00 €
<b>Hall C</b> <input type="checkbox"/> Health - Prevention (new) - caring professions <input type="checkbox"/> Gifts ideas <input type="checkbox"/> New technologies <input type="checkbox"/> Tourism and leisure	<input type="checkbox"/> <b>Stand with divider and stiffener</b> <input type="checkbox"/> <b>Gross floor area</b>	158.00 €
<b>Hall C</b> <input type="checkbox"/> Craftwork - <input type="checkbox"/> early childhood	• <b>Stand with divider and stiffener</b>	per 6 sqm 720.00 €

TENT

<b>Area D</b> <input type="checkbox"/> Wine and local products		158.00 €
<b>Area D</b> <input type="checkbox"/> Catering and bars (excluding kitchen)		170.00 €
<b>Area E</b> <input type="checkbox"/> Household Appliances		156.00 €
<b>Area G</b> <input type="checkbox"/> Fashion and beauty of the world	<input type="checkbox"/> <b>Bare floor area with carpet</b> <input type="checkbox"/> <b>Stand with divider, stiffener and carpet</b>	157.60 €
<b>Area H</b> <input type="checkbox"/> Practical innovations		171.60 €
<b>Area I</b> <input type="checkbox"/> Italy		157.60 €
<b>Area K</b> <input type="checkbox"/> Outdoor gardening, spa, swimming pool		107.60 €
<b>Area K</b> <input type="checkbox"/> Nursery		71.00 €

OUTDOOR

<input type="checkbox"/> Takeaway (minimum of 30 sqm))		81.80 €
<input type="checkbox"/> Catering		79.20 €
<input type="checkbox"/> Garden, pool, agricultural equipment (minimum of 50 sqm)		38.00 €
<input type="checkbox"/> Camping and RV (minimum of 50 sqm)	• <b>Gross floor area</b>	38.00 €
<input type="checkbox"/> Vehicles, quad bike, motorcycle (per 200 sqm)		530.00 €
<input type="checkbox"/> Other		64.00 €

**Total 1**

€ excluding taxes

## 8 - Additional services

### OPTIONS

	Unit price (Excluding taxes)	Qty	Price of your stand
● Mottled grey carpet by default <input type="checkbox"/> red <input type="checkbox"/> dark green <input type="checkbox"/> royal blue <input type="checkbox"/> black <input type="checkbox"/> ask us for other colors sold with double sided tape _____ each sqm	6,80 €		
sold and installed _____ each sqm	8,90 €		
● Rail of 3 spotlights _____ each rail	121,30 €		
● Storeroom of 1 m x 1 m in your stand with locked door _____	224,80 €		
● Storeroom of 1 m x 2 m in your stand with locked door _____	268,00 €		
● Divider 2.50 m high in melamine placed _____ each ml	42,70 €		
● Banner on the front (only with 2.50 divider) - height: 43.5 cm (useful height: 29.5 cm) <input type="checkbox"/> without application _____ each ml	31,00 €		
<input type="checkbox"/> with application _____ each ml	43,00 €		
straight letters, 20 cm high, standard color: blue (logo and graphic design on the quotation) Text: _____			
● Handling (Hall A-B-C) plan is mandatory 3 weeks before the assembly or you'll be charged of 30% each point	114,00 €		
● Raised floor (item of 2 m x 1 m x 0.11 m) indoor _____ each sqm	6,10 €		
Please give us the plan with ramps for handicapped people in 1m x 1m. Ask us for outdoor floors.			
● Counter in melamine with lock _____ 1 meter	160,00 €		
● Garden (small tent, for outdoor place) <input type="checkbox"/> 3 x 3 meters without floor _____	370,00 €		
<input type="checkbox"/> 3 x 3 meters with floor _____	439,00 €		
<input type="checkbox"/> 4 x 4 meters without floor _____	397,00 €		
<input type="checkbox"/> 4 x 4 meters with floor _____	483,00 €		
<input type="checkbox"/> 5 x 5 meters without floor _____	520,00 €		
<input type="checkbox"/> 5 x 5 meters with floor _____	571,00 €		
<input type="checkbox"/> 10 x 10 meters without floor _____	1312,00 €		
<input type="checkbox"/> 10 x 10 meters with floor _____	1787,00 €		
<input type="checkbox"/> 10 x 20-meter structure with floor and emergency signs _____	3764,00 €		
<input type="checkbox"/> "Catering" rate for restaurant owner's - Area D _____ 25 sqm	2060,00 €		
● Rate for filling a pool (base: 10 m3) _____	59,00 €		

### OTHER SERVICES

● <b>Phone line</b> _____	120,00 €		
<input type="checkbox"/> Phone line with wire <b>WARNING for TPE: set to zero</b>			
● <b>Internet</b> <input type="checkbox"/> <b>Broadband Internet connection</b> (only Halls A, B and C) _____	290,00 €		
<input type="checkbox"/> <b>WIFI Pass:</b> (only Halls A, B and C) _____	59,00 €		
<input type="checkbox"/> <b>ADSL under the tent:</b> only with quotation			
● <b>Water</b> (mandatory for food stands) _____ connection (inlet - outlet)	217,00 €		
_____ renting a sink	80,00 €		
● <b>Cleaning the stand for the duration of the exhibition</b> _____ each qm	10,00 €		
● <b>Parking lot</b> ▶ Spot in "Exhibitor" parking lot _____	56,00 €		
▶ Spot in "Trailer, camper" parking lot, equipped with electricity, water, sanitation facilities _____	165,00 €		
▶ Spot in "Gastronomy" parking lot without electricity _____	56,00 €		
▶ Spot in "Gastronomy" parking lot with electricity _____	317,00 €		
● <b>Accreditation</b> included in the renting price of the spots by additional areas of 12 sqm (indoor areas) or additional areas of 30 sqm (outdoor areas) In case of any lack: _____ the additional accreditation	12,00 €		
* <b>KITCHEN AREA</b> , you won't receive a new accreditation for the "kitchen" area			

**Total 2**

€ excluding taxes

OTHER SERVICES

	Unit price (Excluding taxes)	Qty	Price of your stand
<ul style="list-style-type: none"> <li>● <b>Insurance:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>“Additional damage” Insurance</b> It allows you to profit a multi-risk insurance (fire, explosion, theft, water damage, accidental degradation) for the products exhibited on your stand.</li> <li><input type="checkbox"/> Second risk of €10,000 / stand</li> <li><input type="checkbox"/> For any value higher than €10,000: 0.18% of the sum insured _____ 94,00 €                             <ul style="list-style-type: none"> <li>▶ Sum x 0.18% (with the mandatory second risk) = _____</li> </ul> </li> </ul> </li> <li>● <b>Visitor invitation cards</b> <ul style="list-style-type: none"> <li>Sold by booklets of 25 invitations: from 25 to 999 cards, the card 2,30 €</li> <li>from 1,000 cards, the card 1,90 €</li> </ul> </li> </ul>			

FURNITURE

● "Eating while standing" pack n°1 _____	164,00 €
● "Coffee table" pack n°2 _____	231,00 €
● "Round table" pack n°3 _____	122,00 €
● "Counter" pack n°4 _____	204,00 €
● Document holder n°5 _____	122,00 €
● Coat rack n°6 _____	35,00 €
● Refrigerator 114 L _____	121,00 €

Items may be different from pictures



COMMUNICATION

● <b>Verso ticket machine:</b> Employee representative committee - invitations - tickets _____	Ask us
● <b>Brochure</b> in the guiding booklet at the information point ____ By 1,000 from Monday to Friday	180,00 €
_____ 1,000 on the weekend	260,00 €
● <b>Internet banner</b> _____ 1 week before the Fair and 11 days during the Fair	460,00 €
● <b>Entry gate tarpaulin</b> _____ Format: 2.80 m x 2.80 m	1100,00 €
● <b>Hall B front tarpaulin</b> _____ Format : 11,80 m x 2,80 m	3000,00 €
● <b>Plan</b> _____ Logo	410,00 €
● <b>Guidebook</b> _____	Ask us
● <b>Your name in bold in the guidebook</b> _____	15,00 €
<input type="checkbox"/> I do not authorize METZ EVENEMENTS to share my contact details with its partners	

CATERING

● <b>Meal tray from Restaurant de la Grange au Parc to take away</b> _____	13,80 €
● <b>Lunch from Restaurant de la Grange au Parc</b>	
_____ water + appetizer/main course or main course/dessert	14,20 €
_____ water + appetizer + main course + dessert	16,00 €

Total 3

€ excluding taxes

● **Mean of payment**

- Cash     Bank check (GL Events PEMM) **only for deposits made before July 25th.**
- Bank transfer **(mandatory for foreign companies)**

Report Total 1 + 2 + 3 \_\_\_\_\_ €

**Credit card** n°

expiration date     cryptogram

€

BANK CODE	COMPANY CODE	ACCOUNT NUMBER	BANK ACCOUNT DETAILS (RIB)
<b>30003</b>	<b>02280</b>	<b>00020411264</b>	<b>67</b>
ADDRESS		<b>LYON ENTREPRISES (02280)</b>	
IBAN (International Bank Account Details)		<b>FR76 30003 02280 00020411264 67</b>	
Bank Identification Code (BIC)		<b>SOGEFRPP</b>	

- Paying a deposit is necessary to validate this application. The payment will be made 30 days before the beginning of the event **by Credit Card or bank transfer only**
- In case of a first application, the deposit will be accepted only after giving a place.

Any delay in the payment of the amounts due at the maturity date, for any reason, by the Applicant for any cause, will make mandatory (prior after a formal notice) a late payment calculated on an interest rate applied by the European Central Bank and the latest refinancing operation, increased by ten (10) percentage points. This rate won't be inferior than three times the legal current interest rate at this date (according to the maturity date, the ECB rate applicable during the first semester of the corresponding year will be the current rate on January 1st of the corresponding year and the current rate during the second semester will be applicable on July 1st of the corresponding year). The debtor with late payment will be legally indebted for a lump sum of €40 recovery cost as stated in the articles L.441-6 and D.441-5 of the French Commerce Code, and on receipts of any additional allowance.

## 9 - It's imperative to attached the following documents to your application:

- ▶ A 3-month old certificate of incorporation - "Kbis" **(mandatory for French companies)**
- ▶ A 30% deposit of your order

**Any incomplete application will be refused**

We, the undersigned, are willing to exhibit at the **83<sup>rd</sup> METZ INTERNATIONAL FAIR** and we bind to respect carefully the General Regulation of French Fairs and Shows, that we received and read.

We particularly bind to:

- to not lure in the alleys, to not pass out flyers or any objects to visitors in the alleys (Articles 08-04 and 08-07).
- to accept the commercial reasonableness (Article 08-08).

We acknowledge being aware of the penalties for not complying to the regulation, by our-selves and by the staff of our stand. (Articles 12-03 and 12-05).

Name of the supervisor

Stamp

Signature preceded by the words  
[read and approved]

Date

## LEGAL OBLIGATIONS

The "HAMON" law of March 17th 2014 related to the consumption foresees the obligation for the exhibitor to inform the consumer of any loss of right of withdrawal before the conclusion of any agreement during a commercial event.

"The purchases made during the commercial event - excepted purchases subject to consumer credit agreement and purchases resulting from a personal invitation to go to a stand to collect a gift - do not allow a cancellation in the conditions provided by the articles L.311-11 and seq. (right of withdrawal of 14 days for every offer of consumer credit) and L.121-21 and seq. (right of withdrawal of 14 days for every agreement made out of the institution) of the French Consumer Code.

The exhibitor is asked to inform the consumer before the conclusion of any agreement in the conditions provided by art. L.121-97 of the French Consumer Code. A decree made on December 2nd 2014 states the terms of this information:

- The information shall appear on a board of the size of an A3 paper and with a font size named "body height 90"
- The indication is the following: "The consumer does not have a right of withdrawal for any purchase made in (this fair) or (this show) or (this stand)"
- This indication also shall appear in the contractual documents in a frame located at the top of the agreement and with the font size named "body height 12".

## Product classification

Please tick the boxes corresponding to the products exhibited on the stand

### 1 House

- 11 Accommodation and real estate
- 12 Housing improvement
- 13 Kitchens, baths and appliances household
- 14 Furniture
- 15 Interior design
- 16 Indoor and outdoor garden

### 2 Life style

- 21 Do-it-yourself
- 22 Tourism and travels
- 23 World nations
- 24 Gourmet Area
- 25 Outdoor activities
- 26 Indoor activities
- 27 Wellbeing and beauty
- 28 New technologies
- 29 Auto Moto

### 3 Life and society

- 31 Farming material and equipment
- 32 Construction and industrial equipment
- 33 Collectivity and Public
- 34 Services

#### ✓ Need a "business" area?

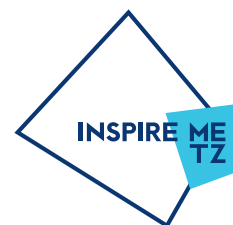
cocktail, a business lunch,  
a conference room,  
a seminar during the Fair...

#### ✓ Need a customized stand?

- customized area,
- original layout,
- furniture rental...
- customized signals,
- appropriate lighting,
  - adapted audio,
  - plants rental,
- Reserve hostesses?

#### Contact details

**T : +33(0)3 87 55 66 00**



## Opening hours and closing hours

- ✓ First day and last day from 10am to 7pm
- ✓ Every day from 10am to 8pm
- ✓ Open until 10pm: on Saturday September 29th, Friday October 5th and Saturday October 6th.

# GENERAL RULES AND REGULATIONS GOVERNING EXHIBITIONS

## CHAPTER 1 - GENERAL PROVISIONS

01.01 Scope - These rules and regulations are general and apply to all exhibitions organised by UNIMEV members.

01.02 Exhibition organisation - The organiser will determine the place, duration, opening and closing times of the exhibition, the price of the exhibition spaces, and the admission price as well as the closing date for registrations. The organiser will also determine the categories of persons or companies allowed to exhibit and/or visit the exhibition, as well as the nomenclature of the products or services presented.

Should it be absolutely necessary, the organiser reserves the right to change the details mentioned below, provided such change does not substantially affect the agreement that was signed initially by the organiser and the exhibitor:

- before the exhibition, the dates and place envisaged, on giving reasonable notice;

- before and during the exhibition, the general and specific layout and fittings, the opening times and the schedule for the activities, without having to inform the exhibitor.

01.03 Duty to provide general information - The organiser has a duty to provide general information on the general functioning of the exhibition.

01.04 Decision-making power in the event of a threat to public safety The exhibitor authorises the organiser to determine whether the exhibition should be interrupted or the venue evacuated in the event of a threat to public safety and undertakes not to make any complaint subsequently.

01.05 Cancellation or postponement of the exhibition if not enough exhibitors have registered - The organiser may cancel or postpone the exhibition if it considers that too few exhibitors have registered. In such case the sums paid by any registered exhibitor will be returned to it. Until the day on which registrations close, the exhibitor will bear all the risks that may arise if the exhibition does not take place, more particularly it will have sole responsibility for the costs that it thought that it had to incur in anticipation of its taking part in the exhibition.

01.06 Cancellation or postponement of the exhibition in the event of force majeure - The organiser may cancel or postpone the exhibition in case of force majeure.

The following situations constitute cases of force majeure that justify the cancellation or postponement of the exhibition, at any time: any new, health, climatic, economic, political or social situation, at local, national or international level, that was not reasonably foreseeable at the time when the exhibitors were informed of the exhibition, that is beyond the control of the organiser, that makes it impossible to hold the exhibition or which carries risks of disturbances or unrest that might have a serious impact on the organisation and smooth running of the exhibition or the security of property and persons.

If the exhibition is postponed, the treatment of the sums already paid will be determined in the specific regulations for each exhibition.

## CHAPTER 2 - APPLICATIONS TO PARTICIPATE AND DECISIONS REGARDING ADMISSION

02.01 Application form - Persons wishing to participate should complete the application form prepared by the organiser, which is available in digital or printed format. Applicants will not be deemed to have been accepted by the organiser merely because an application form has been sent out, nor because payment has been received by the organiser.

02.02 Undertakings by the applicant in the application to exhibit Returning the application form:

- constitutes acceptance of all the instructions including any that become necessary as a result of new or special circumstances;

- constitutes an undertaking to comply with all the statutory and regulatory instructions in force;

- constitutes a firm and irrevocable undertaking to pay the whole price of the service and related costs, unless the organiser refuses the application.

02.03 Acceptance of applications - The organiser, or the selection committee that it has set up, will process the applications and rule on admissions. The organiser will have sole discretion with respect to the definition and organisation of the products and/or services offered at its exhibition. It reserves the right to reject, provisionally or permanently, any application that does not comply with the required conditions, either with respect to the stipulations mentioned on the application form, or with respect to those contained in the general rules and regulations governing exhibitions, the special rules and regulations or the nomenclature of the exhibition, or else in the light of public policy and the laws and regulations in force. The organiser's reply to the exhibitor will constitute acceptance of the application.

02.04 Reasons for the decision to accept an application - The organiser is not required to explain its decisions on applications.

02.05 Notification by the exhibitor of new information that would justify the reconsideration of its application - The exhibitor must inform the organiser of any information or event that occurs or comes to light after its application has been made, that would justify the reconsideration of its application.

02.06 Cancellation by the organiser of its decision to accept an application when it was accepted on the basis of erroneous or inaccurate information or information that has become inaccurate - The organiser reserves the right to request, at any time, additional information relating to the foregoing and, if appropriate, to reconsider an admission decision that was made on the basis of erroneous or inaccurate information or information that has become inaccurate. In accordance with article 03.02, any down-payment made will then remain the property of the organiser, which also reserves the right to seek payment of the price of the service in full.

02.07 Withdrawal by the exhibitor - The rules and regulations specific to

the exhibition may stipulate conditions and procedures for the withdrawal of an accepted exhibitor from the exhibition.

In the event of the withdrawal, for any reason whatsoever, of an exhibitor whose application has been accepted, the balance of the price that has not yet been paid will still be due to the organiser.

## CHAPTER 3 - PRICE OF THE SERVICE PROVIDED FOR THE EXHIBITOR

03.01 Price of the service - The price of the service provided for the exhibitor will be determined by the organiser and may be revised if the tax provisions change.

03.02 Payment of a down-payment - The organiser may require a down-payment or down-payments which it will retain irrevocably. The consideration of the application may be conditional upon the payment of such preliminary sums. As stipulated in Article 03.05, in any event, it reserves the right to terminate the agreement entered into with the exhibitor if the exhibitor has not made the payment or payments agreed within the time limit stipulated.

03.03 Registration fee - The organiser may require the applicant to pay a registration fee to cover the cost of processing the application. The registration fee may be retained by the organiser regardless of whether it accepts the application or not.

03.04 Terms of payment - Payment for the service must be made on the dates and in accordance with the terms stipulated by the organiser.

03.05 Failure to pay - Should the exhibitor fail to make payment on the dates stipulated, the organiser will be authorised to apply the provisions of article 06.02-Default by the exhibitor, particularly paragraphs 2 and 3.

Late payment will also lead to the application of late payment interest, calculated as stipulated in article L.441-6 (12) of the French Commercial Code (Code de commerce). Any exhibitor that fails to make payment on a due date will also be automatically liable to pay flat rate compensation of 40 to cover the costs of recovery (Decree no. 2012-1115 of 2 October 2012).

## CHAPTER 4 - ALLOCATION OF PLACES

04.01 Allocation of places to the exhibitors - The organiser will draw up the plan for the exhibition and allocate places to the exhibitors, without any restriction, taking account, where possible, of the wishes expressed by the exhibitors, the nature of the products and services presented by the exhibitors, the layout of the stands that they propose to set up and, where necessary, the dates on which the applications were registered.

If the venue at which the exhibition is to be held so allows, the plans filed and the descriptions of the lots will include dimensions that are as precise as possible.

In order to take account of any unforeseen events that affect the organisation of the exhibition, the organiser will have the right to change the allocation that was decided at the outset, and the size and arrangement of the spaces requested by the exhibitors, on the basis of objective considerations. The exhibitors will not be authorised to cancel their agreement to take part unilaterally, on account of any such change.

04.02 Space will be allocated to different business sectors on the basis of quotas - The organiser may, within the framework of the special rules and regulations for each exhibition, determine the maximum space available for each type of activity or service marketed and/or the maximum number of exhibitors. The acceptance of each exhibitor's application will then depend upon the places that are still available in the business sector in question when the application is made.

04.03 The exhibitor will not be able to claim any right to a place - The exhibitor will not be able to claim a priority or automatic right to a place from one session to the next, in any event. Participation at previous exhibitions does not create a prior right for the exhibitor.

04.04 Constraints relating to a scheduled activity - The plans provided will specify the location and nature of the activities organised in connection with the exhibition. The exhibitor will be informed by the organiser of the advantages and possible disadvantages of its stand being close to the activity. If it does not object to the location within a reasonable time before the exhibition opens to the public, it will be deemed to have accepted any constraints and agrees not to bring any action against the organiser.

## CHAPTER 5 - BUILD UP, FIT OUT AND CONFORMITY OF THE STANDS

05.01 Build up period - The «guide» or «exhibitors' manual» specific to each exhibition will set out the time allowed the exhibitor, before the exhibition opens to the public, when it will be able to fit out its stand and store the items that it will need during the exhibition.

05.02 UNIMEV Plan - During the build up period, the exhibitor is required to comply with the «Charte professionnelle visant à organiser l'hygiène et la sécurité des salariés en situation de coactivité pendant les opérations de montage et de démontage des manifestations commerciales» (Professional plan for the health and safety of employees involved in joint activities during the build up and tear down periods for exhibitions) which was adopted by UNIMEV at its General Meeting on 2 July 2010 and which is available at <http://www.unimev.fr/>.

05.03 Arrival/departure of goods at/from the site - The exhibitor must comply with the organiser's instructions relating to the regulations governing the arrival and departure of goods, particularly with respect to vehicle traffic on the exhibition premises.

05.04 Respect for the time allowed for build up activities - The exhibitors or their employees must have completed their set up on the dates and at the times set by the organiser. After the said dates and times, no packing, equipment, transport vehicles or outside contractors may access, or remain at the exhibition site, for any reason whatsoever and however harmful that may be to the exhibitor's interest.

05.05 Reception of parcels and goods by the exhibitors or their employees - Each exhibitor or its employee will be responsible for the transport, reception and shipment of its parcels and goods, and for the acknowledgement of their contents. If the exhibitor or an employee of the exhibitor is not present to receive its parcels or goods, the organiser may refuse them, in which case the exhibitor will not be able to claim compensation for its loss.

05.06 Respect for site integrity and safety - The fitting out of the stands must not, in any event, damage or change the permanent installations at the exhibition venue, and must not detract from the convenience or the

safety of the other exhibitors and visitors. The exhibitor will be liable for all damage it causes. To this end, the exhibitor must take out an insurance policy to cover damage caused.

05.07 Conformity of the fit out of the exhibition stands - The specific decoration of the stands must be carried out by the exhibitors under their responsibility. It must not interfere with the visibility of the signs and safety equipment, nor affect the visibility of the neighbouring stands and must comply with any provisions in the organiser's special rules and regulations or those of the host site and the «guide» or the «exhibitors' manual».

05.08 Conformity of the materials used - The materials used to fit out the stand, including hangings and carpeting, must comply with the rules and regulations in force. The organiser has the right to have any equipment or installations that are not in compliance removed or destroyed, at any time, at the exhibitor's expense.

05.09 Action by the organiser to remove/change the exhibitor's installations - On its own initiative or at the request of an exhibitor which thinks that its interests have been harmed, the organiser reserves the right, before the exhibition opens to the public and during the exhibition, to remove or change installations that cause annoyance to the neighbouring exhibitors or visitors, or do not comply with the special rules and regulations of the exhibition or the special plans/projects that were submitted previously for its approval, where necessary.

05.10 Compliance with the health and safety regulations - The exhibitor or any person duly appointed to represent it, must be present on its stand when the stand is inspected by the safety officers, and must comply with the safety measures imposed by the authorities and the safety measures adopted by the organiser or the site manager, throughout the exhibition.

## CHAPTER 6 - OCCUPATION AND USE OF THE STANDS

06.01 Prohibition on transferring, subletting or exchanging a place Exhibitors participating in the exhibition are specifically forbidden from transferring, subletting or exchanging, with or without consideration, all or any part of the place allocated by the organiser.

06.02 Default by the exhibitor - Any exhibitor which, for any reason whatsoever, is not in occupation of its space on the day on which the exhibition opens, or on the final date allowed for the fit out by the organiser, will be deemed to have given up its right to exhibit.

The organiser will be free to dispose of the exhibition space in question, without the absent exhibitor being able to claim any refund or compensation, and to remove any visual relating to its products or services. The sums paid or remaining due on account of the service will become the property of the organiser, which will pursue payment of same, even if another exhibitor takes over the space.

06.03 Participation at a collective stand - A group of exhibitors may be authorised to make a collective presentation provided each of them has obtained the prior consent of the organiser, has applied for the right to be part of a shared stand, and has undertaken to pay the registration fee.

06.04 Presented products or services - Unless it has the organiser's prior, written consent, the exhibitor may only present materials, products or services that are listed on the application form and that comply with the nomenclature of products or services prepared by the organiser. Unless there is an express stipulation to the contrary, second hand materials or products may not be presented or offered.

The exhibitor may only present products that it produces or distributes: in such case, it will attach a list of the brands whose products or services it proposes to promote to its application form.

06.05 Prohibition on advertising services provided by members of regulated professions - The exhibitors must refrain from promoting the activities of practitioners or establishments that belong to a regulated profession whose regulations forbid all advertising (e.g. medical activities).

06.06 The stand must be kept clean - Stands must be kept in impeccable condition throughout the exhibition. Each stand must be cleaned every day, at the exhibitor's expense. Cleaning must be completed by the time the exhibition opens to the public.

06.07 Exhibitor's liability in the event of theft on its stand - The rental of a stand is not a contract for the storage of goods. In the event of theft on a stand, the exhibitor will have no claim against the organiser.

06.08 Maintenance of the offer presented on the stand until the end of the exhibition - Exhibitors may not strip their stand, nor remove any of their items, before the end of the exhibition, even if the exhibition is extended.

06.09 Quality of the presentation of the offer to the public - Bulk packing, the covers used when the exhibition is closed, items not used to present the offer and the staff cloakroom must be out of the sight of visitors. Conversely, it is forbidden to leave the items that are supposed to be on display covered during the business hours of the exhibition. The organiser reserves the right to remove covers from items without being held liable, in any way, for damage or losses that might result from such an action.

06.10 Regulation concerning the distribution and consumption of alcohol - Alcohol may be sold to and consumed by adults aged 18 and over, provided the relevant law and the specific regulations of the exhibition are complied with.

06.11 Ban on smoking - As laid down by law, it is strictly forbidden to smoke on the premises of an establishment that is open to the public, except in the areas set aside for that purpose. Any person who smokes outside the areas set aside for smokers will be liable to pay a fixed penalty (for a class 3 petty offence). Failure to enforce the standards applicable to reserved areas or to install the related signage will be punished by a fixed penalty (for a class 4 petty offence).

06.12 Written record of any notified breaches - Any failure to comply with any of the provisions of this chapter will be recorded in writing by the organiser and may be used as a ground to refuse to allow the exhibitor to participate at future exhibitions.

## CHAPTER 7 - ACCESS TO THE EXHIBITION

07.01 Entry to the exhibition - Persons wishing to enter the exhibition must have a pass, an invitation or a ticket issued by the organiser.

07.02 Organiser's right to deny access to or expel any person - The organiser reserves the right to deny access to or expel any person, whether a visitor or exhibitor, whose presence or behaviour might harm or damage:

- the protected interests of consumers or business ethics;

- the security, peace or image of the exhibition;

- the integrity of the site.

07.03 Exhibitor's passes - Passes allowing the holder to enter the exhibition are issued to the exhibitors under the conditions laid down by the organiser.

07.04 Invitations - Tickets for the persons or companies that the exhibitors wish to invite are issued to the exhibitors under the conditions laid down by the organiser. Unused tickets may not be returned or exchanged and will not be refunded.

07.05 The distribution, reproduction or sale, by an exhibitor, with a view to making a profit, of tickets issued by the organiser is strictly forbidden and may lead to court proceedings.

The unlicensed sale of tickets in the street is a criminal offence and perpetrators may be stopped and arrested by the police. The offence is punishable by fines ranging from 3,750 to 15,000 and by terms of imprisonment ranging from 6 months to 1 year. The offence of selling items in the street without a licence is deemed to have been committed when a person offers items for sale, puts them on sale or displays them for sale without authorisation or without making a lawful declaration, or practises any other profession in a public place in breach of the regulatory provisions on the policing of such places (article 446-1 of the French Penal Code (Code pénal)).

## CHAPTER 8 - CONTACT AND COMMUNICATION WITH THE PUBLIC

08.01 Obligation to be polite and to behave in a dignified fashion - The exhibitors and their staff must be smartly dressed and extremely polite to all other persons, such as visitors, other exhibitors, organisers, security staff, hostesses and all other service providers. The staff must not bother customers nor move outside the stand.

Any failure to comply with this provision will be recorded in writing by the organiser and may be used as a ground to refuse to allow the exhibitor to participate at future exhibitions.

08.02 Exhibitor's presence - The stand must be occupied by the exhibitor or its representative at all times during the hours when the venue is open to exhibitors (including during the build up and tear down periods and when deliveries are made), and at all times during the hours when the exhibition is officially open to visitors.

Any failure to comply with this provision will be recorded in writing by the organiser and may be used as a ground to refuse to allow the exhibitor to participate at future exhibitions.

08.03 Preparation and distribution of the «catalogue of exhibitors» - The organiser has sole rights to publish and sell the catalogue of exhibitors, along with the rights relating to the advertisements contained in the catalogue. It may grant all or any part of these rights.

The items required for the preparation and publication of the catalogue, in printed and electronic format, will be provided by the exhibitors on their sole responsibility.

08.04 Distribution of the information provided by the exhibitors - The exhibitors authorise the organiser to publish, in digital or printed format, the information provided on the exhibition's website, in the catalogue of exhibitors and in any other document relating to the exhibition (visitor's guide book, plans for public display, etc.).

The organiser will ask the exhibitors, when they register or at a later date, for their authorisation to use their name and image (brand, logo, products or services, stand) in media communications or canvassing documents, in order to advertise and promote the exhibition.

Any exhibitor that gives its authorisation is presumed to have obtained its exhibitors' and subcontractors' authorisation for their images to be used by the organiser in connection with the exhibition.

Once the exhibitor has given its authorisation, neither the organiser, nor the producer nor the distributor can be held liable on account of the distribution of the exhibitor's image, or that of its stand, brand, trademark, staff, products or services, for the purposes of the exhibition, in France or abroad, in digital or printed format.

08.05 Display of posters - The organiser reserves the exclusive right to display posters at the exhibition venue. Therefore, on its stand, the exhibitor can only use visuals, whether posters or signs, intended to promote its business, products or services, while having full regard for the instructions regarding general decoration. The organiser may have visuals that do not comply with this provision removed.

08.06 Distribution of promotional material and products - Brochures, catalogues, printed matter, or objects of any kind whatsoever may only be distributed by the exhibitors on their own stand. Brochures relating to products, trademarks or services that are not on display may only be distributed with the organiser's written consent.

08.07 Distribution of non-promotional media and products - Conducting opinion surveys - It is forbidden to distribute or sell newspapers, periodicals, brochures, raffle tickets, badges, vouchers or coupons, even if they relate to charitable work, and to conduct opinion polls, at the exhibition venue and in its immediate vicinity, unless the organiser has granted an exemption from this rule.

08.08 Various attractions - Any light, sound or audiovisual advertising and any promotion, entertainment or demonstration that could cause crowding in the aisles or cause a nuisance to the other exhibitors must have the organiser's prior approval. The organiser will be entitled to revoke any authorisation that may have been granted, in the event of disturbance to movement, to neighbouring exhibitors, or to the smooth running of the exhibition itself.

08.09 Audible advertising and touting - Audible advertising and touting in any form whatsoever, are strictly forbidden. The exhibitors must not obstruct the aisles or encroach upon them, in any circumstance, unless they have exceptional, prior, written authorisation from the organiser.

08.10 Fair information for the public - The exhibitors must make sure that they provide the public with fair, objective and comprehensive information about the qualities, prices, and sales conditions of their products or services, and the related warranties, in compliance with the rules and regulations. They must not use any advertising or carry out any action whatsoever that could mislead or constitute unfair competition.

08.11 Consumer customers must be informed that they have no right to a cooling-off period in connection with their purchases - In accordance with article L.121-97 of the French Consumer Code (Code de la consommation), exhibitors must inform their consumer customers that they have no right to a cooling-off period in connection with any purchase that they make at their stand:

- by means of a sign at their stand: exhibitors must display the following sentence: "Consumer customers will not be entitled to a cooling-off period in connection with any purchase made at [this exhibition] or [this show] or [this stand]" (Ministerial Decree of 12 December 2014), in a manner that is visible for their consumer customers, on a notice board of at least A3 size and in print of at least font size 90;

- by means of a box in their contract offers: contract offers concluded by the exhibitors with their consumer customers must include the following sentence: "Consumer customers will not be entitled to a cooling-off period in connection with any purchase made at a fair or show" (Ministerial Decree of 12 December 2014), in a box that is clear to see in the heading of the document, in print of at least font size 12.

Persons who enter into contracts that are linked to a consumer credit agreement and contracts that result from a personal invitation to visit a stand to collect a gift are still entitled to a cooling-off period.

08.12 Sale to the public with collection of goods - In accordance with the regulations governing exhibitions, goods may be sold to the public with collection of the goods at the same time (also known as direct sales, take away sales or on site sales):

- without any limit as to the amount, at fairs and shows known as "general public [events]", which are open to the general public, for a fee or free of charge (definition in article R.762-4 of the French Commercial Code);

- up to a maximum amount of 80 euros when the goods are solely for the buyer's personal use (article D 762-13 of the French Commercial Code) at shows known as "professional [events]" which are not open to the general public, whether for a fee or free of charge (definition in article L. 762-2 of the French Commercial Code).

08.13 Compliance of the products and services presented at the exhibition with the applicable rules and regulations - The exhibitors undertake to present only products and services that are in compliance with French or European rules and regulations. They will be fully liable for their products vis-à-vis third parties, and the organiser will have no liability whatsoever in the event that an exhibitor fails to comply with the law.

08.14 Compliance of the commercial activity carried on at the exhibition with the general rules and regulations - It will be up to each exhibitor to complete the formalities involved in its participation in the exhibition, particularly those relating to labour regulations, customs requirements with respect to goods coming from abroad, and those relating to hygiene with respect to food products or animal species.

## CHAPTER 9 – INTELLECTUAL PROPERTY AND OPERATING OR MARKETING RIGHTS

09.01 Intellectual property relating to the presented products and services

- The exhibitor will assume responsibility for the intellectual property and operating or exploitation rights (patents, trademarks, models, etc.) relating to the products and services that it exhibits. The said measures must be taken before the products or services are presented at the exhibition. The organiser will not incur liability in this regard, particularly in the event of a dispute with another exhibitor or visitor.

The organiser reserves the right to exclude exhibitors that have already been found liable for infringement or counterfeiting.

09.02 Actions for infringement against rival exhibitors - In accordance with the «Recommandation générale de lutte contre la contrefaçon» (General recommendation regarding the fight against counterfeiting and infringement) adopted by the UNIMEV General Meeting on 19 June 2008, which is available at <http://www.unimev.fr/>, any exhibitor that wishes to bring an action before an administrative or ordinary court for counterfeiting or infringement against a rival exhibitor, undertakes to give prior notice of this intention to the organiser of the exhibition.

09.03 Declaration and payment of royalties to SACEM - Each exhibitor will be responsible for its obligations to the SACEM (Société des auteurs, compositeurs et éditeurs de musique or French Society of Authors, Composers and Publishers of Music) if it plays music at its stand for any reason whatsoever. The organiser declines all liability in this regard.

09.04 Photography and filming at the exhibition venue - Unless the organiser gives written permission, photographs may not be taken and films may not be shot at the exhibition venue, other than specific images or films of the exhibitor's stand. Accreditation constitutes written authorisation to take photographs or shoot films, provided third parties' image rights are respected.

09.05 Photographs and films relating to particular stands - The taking of photographs of certain items at a particular stand may be forbidden at the exhibitor's request.

## CHAPTER 10 – INSURANCE

10.01 Exhibitor's obligation to take out insurance - In addition to the insurance covering the items on display and more generally all movable or other items in its possession, the exhibitor is required to take out at its own expense, either with its own insurer or with the insurer approved by the organiser, all insurance to cover the risks incurred by itself and by its staff, or that they cause third parties to incur. It will provide evidence of its insurance.

coverage, when its registration is confirmed, by means of a certificate of insurance. The organiser will not incur any liability, particularly in the event of loss, theft or damage.

When the value of the items displayed so justifies, the organiser may stipulate, in the special rules and regulations, that such items are insured at their real value or value as determined by an expert.

10.02 Proposal by the organiser to take out a group policy - The organiser may enable the exhibitors to take out a group policy.

## CHAPTER 11 – TEAR DOWN AND REMOVAL OF THE STANDS

11.01 Presence at the stand - The exhibitor or its representative is required to be present at its stand when the tear down starts, and until the stand has been completely removed.

11.02 UNIMEV Plan - During the tear down period, the exhibitor is bound to comply with the «Charte professionnelle visant à organiser l'hygiène et la sécurité des salariés en situation de coactivité pendant les opérations de montage et de démontage des manifestations commerciales» (Professional plan for the health and safety of employees involved in joint activities during the build up and tear down periods of exhibitions) adopted by the UNIMEV General Meeting on 2 July 2010, which is available at <http://www.unimev.fr/>.

11.03 Removal of the stand - The stand, goods and special decorations, along with the waste remaining from the materials that were used to decorate the stands, must be removed by the exhibitor within the time limit specified by the organiser.

If the exhibitor fails to remove the installations within the time limit set, the organiser will be entitled to destroy the installations and abandoned

goods, without having any obligation to refund the exhibitor for the value of those items.

Should the exhibitor fail to vacate the place on the date set, the organiser will be authorised to seek the payment of penalties for late performance, compensation and all the costs incurred in clearing the place.

11.04 Recycling of waste - The place must be cleared in accordance with the health [and safety] rules in force and following procedures that are compatible with the waste collection and removal service. The organiser may offer waste removal and recycling services.

11.05 Liability in the event of damage to the places and the equipment made available - The exhibitor must leave the place, decors and equipment made available to it in the condition in which it found them. Exhibitors responsible for any deterioration caused by their installations or their goods, either to the equipment or the building, or else to the floor space occupied, will be held liable.

## CHAPTER 12 - APPLICATION OF THESE GENERAL RULES AND REGULATIONS AND SETTLEMENT OF DISPUTES

12.01 Penalties for breaches of the rules and regulations - Any breach of these rules and regulations, of the special rules and regulations by which they are supplemented, or of the specifications in the «guide» or «exhibitors' manual» issued by the organiser, may lead to the exclusion of the exhibitor in breach, with police assistance if necessary. Should such a situation arise, the unpaid balance of the price of the organiser's service will still be due, without prejudice to any sum remaining due or the costs incurred in closing the stand.

12.02 Disputes between exhibition participants - In the event of a dispute resulting from damage being caused to one participant by another, the two parties must attempt to settle the dispute on the best terms. The organiser must be informed but has no obligation to act as a mediator or arbiter.

12.03 Disputes between exhibitors and customers/visitors - In the event of a dispute arising between an exhibitor and a customer or visitor, the organiser will not be held liable in any event. The organiser must be informed of the dispute but has no obligation to act as a mediator or arbiter.

The organiser may, however, in the special rules and regulations of the exhibition, provide for a mediation procedure to be put in place in order to settle disputes between exhibitors and consumer customers.

12.04 Respect for the peace and image of the exhibition - Whatever the merits, in the event that an exhibitor wishes to make a complaint against another exhibitor or the organiser, this dissatisfaction must be expressed away from the areas of the exhibition that are open to the public and must not disturb the peace or damage the image of the exhibition in any way.

12.05 Disputes - Notice - Limitation period - In the event of a challenge to or dispute with the organiser, whatever the subject matter, the exhibitor undertakes to submit its complaint to the organiser before commencing proceedings, by recorded delivery letter with notice of receipt. Any action initiated before the expiry of a period of 15 days<sup>1</sup> following the receipt of the said letter will be inadmissible.

In accordance with article 2254 of the French Civil Code (Code civil), in the event that the organiser is held liable on account of its own action, that of an employee or that of a third party, whatever the cause, any action against the organiser must be brought within a period of one year. This time limit will run as from the expiry of the 15 day period stipulated in the previous paragraph.

12.06 Competent courts - In the event of a dispute, the courts of the place in which the exhibition is held will have sole jurisdiction. Exceptionally, if a company whose registered office is in France organises an exhibition abroad, the competent court will be the court of the place in which the organiser's registered office is located.

## CHAPTER 13 – TERMINOLOGY

13.01 Terminology - In the event of doubt about a definition, the document ISO 25639-1 - Exhibitions, shows, fairs and conventions - Vocabulary, should be consulted.

Exhibition - The events listed in article R762-4 of the French Commercial Code constitute «exhibitions». Each exhibition is unrelated to the previous or subsequent sessions: it is a unique event which is defined by the name, the place, the date and the selection of the offer presented to the public, generally known as the «nomenclature».

Special rules and regulations - The term «special rules and regulations» means all the provisions specific to the exhibition with which the organiser and exhibitor undertake to comply. In the absence of a provision on this precise point, the provisions of these General Rules and Regulations will apply.

Guide or exhibitors' manual - The term «guide» or «exhibitors' manual» means the document delivered, sent or made available on the Internet by the organiser when the exhibitor applies to take part in the exhibition, <sup>1</sup> In French «15 days» usually means two weeks. Translator.

containing practical information relating to the exhibition, the rules and regulations, the forms with which to order services and all other information that will be of use to the exhibitor.

Catalogue - The term «exhibition catalogue» means the document in digital or printed format containing a list of the exhibitors, the details of their contact people, the numbers of the stands and all other information relating to the exhibition.

13.02 English language version of these Rules and Regulations - Any difficulties that arise in the interpretation of the English language version of these General Rules and Regulations will be resolved by reference to the meaning of the French version of the General Rules and Regulations.

Metz Expo Evénements referees for their sales general conditions to UNIMEV established general commercial rules. By registering at the event, each exhibitor adheres to this regulation.

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