



GENERAL TERMS & CONDITIONS OF PARTICIPATION

1. ACCEPTANCE OF CONTRACTUAL DOCUMENTATION

These General Terms & Conditions (hereinafter referred to as the "T&Cs") are applicable to all exhibitors (hereinafter referred to as the "Exhibitor(s)") applying for admission to the EQUIP AUTO ON TOUR 2024 event to be held on 8 June, 29 June and 28 September 2024 (hereinafter referred to as the "Event"), organised by EQUIP AUTO (a *simplified joint stock company with share capital of €6,230,200, whose registered office is located at 79 rue Jean Jacques Rousseau - 92150 Suresnes, registered with the Nanterre Trade and Companies Register under number 450 593 314*, hereinafter referred to as the "Organiser").

As part of its application to participate, the Exhibitor has declared that it has read these T&Cs, the General Regulations for Commercial Events and, where applicable, the Special Regulations for the Event, as well as all the information concerning the details of its participation in the Event in the "Practical Information" section of the Exhibitor Area accessible from the Event's website (hereinafter the "Contractual Documentation"), and has undertaken to accept all the clauses without reservation or restriction.

Any admission to the Event implies the Exhibitor's full and total acceptance of the Contractual Documentation, unless otherwise agreed between the Organiser and the Exhibitor.

The Organiser reserves the right to modify these T&Cs, without prior notice, under the conditions specified below. The Exhibitor will be notified in advance of any modification.

Modifications resulting from changes in the applicable regulations and/or related to the health and/or safety of persons and property shall apply immediately without the need for any approval or the signature of any document whatsoever. Exhibitors will be informed of these changes without delay, and will not be entitled to claim any compensation for these changes.

In the event of a change to these T&Cs that is not immediately applicable, the Exhibitor will be notified of this change by any written means. Unless the Exhibitor withdraws its application for

participation by registered letter sent to the Organiser within [8 days] of said notification, the modified version of the T&Cs will be deemed to have been accepted by the Exhibitor.

The Parties expressly agree that only substantial modifications relating to articles 1, 2, 3, 5, 9, 27 and 28 of these T&Cs entitle the Exhibitor to terminate the contract within the aforementioned 8-day period; it being specified that modifications relating to the duration of the Event and/or the terms and conditions for opening and closing the Venue do not entitle the Exhibitor to terminate its application to participate.

2. ENROLMENT - ADMISSION

All applications to participate in the Event are strictly personal to the Exhibitor. All applications are subject to prior examination by the Organiser, who reserves the right to assess and verify, in particular, at its sole discretion and without this list being either exhaustive or obligatory:

- the applicant's solvency,
- the compatibility of its activity with the nomenclature of the Event,
- the match between its products and services and the positioning of the Event,
- the neutrality of the message that the applicant may deliver as part of the Event.

Any form of proselytising or militancy that might interfere with the smooth running of the Event is strictly prohibited.

Applications from candidates who still owe money to the Organiser or one of its group companies and/or who are in dispute with the Organiser or one of its group companies will not be considered.

The Organiser's decision (acceptance or rejection of the application to participate) will be notified to the Exhibitor by e-mail.

If the Organiser accepts the Exhibitor's application to participate in the Event, the Organiser and the Exhibitor are definitively bound to one another by a contract, the content of which consists of the Exhibitor's application to participate, accepted by the Organiser, and the Contractual Documentation.

As a result:

- the Organiser undertakes to provide the Exhibitor with a stand corresponding to the characteristics indicated by the Exhibitor in its

application and to provide it with the additional services indicated in this application, without prejudice to the application of the provisions of Article 11 below,

- the Exhibitor undertakes to pay the amounts indicated in the application form and to comply with all the provisions of the Contractual Documentation.

The services ordered by the Exhibitor and which the Organiser undertakes to provide are independent and divisible.

With the exception of a cancellation by the Exhibitor as a result of a modification of the T&Cs or a change of dates and/or Venue under the conditions, in the form and within the period prescribed in articles 1 and 3, the Exhibitor may not cancel its participation in the Event for any reason whatsoever, including in the event of a disagreement over the allocation of a stand position under the conditions of article 11 below.

If the application is rejected, the Organiser undertakes, where applicable, to reimburse the Exhibitor the amount corresponding to the downpayment already made.

It is expressly stipulated that the rejection of an application is a discretionary decision by the Organiser and shall not give rise to any recourse or damages.

The Organiser reserves the right not to process applications submitted after the registration deadline set by the Organiser. After this date, the Organiser does not guarantee the availability of the proposed stand fittings.

Finally, it is expressly stipulated that the Exhibitor's admission to the Event in no way obliges the Organiser to admit the Exhibitor to future sessions of the Event or any other event of the Group to which the Organiser belongs, nor does it confer on the Exhibitor any right of reservation or priority in this respect.

3. ORGANISATION OF THE EVENT

The way the Event is organised is determined by the Organiser and may be modified at its initiative.

In particular, the Organiser determines the Venue where the Event will be held, its opening and closing dates, its duration, the opening and closing times



of the Venue where the Event will take place, the layout and facilities of the Event, the programme of activities and the closing date for applications. The Organiser shall bear the costs and engage in expenditure prior to the holding of the Event (management of registrations, advertising and promotion of the Event, etc.).

In the event of cancellation of the Event other than in the cases referred to in articles 27 and 28 below, the Organiser will notify the Exhibitors without delay by any means in writing and the sums received by the Organiser will be returned to the Exhibitor without further compensation.

In the event of postponement of the Event to a later date or in the event of modification of the Event Venue, notwithstanding the cases referred to in articles 27 and 28 below, these changes are notified to the Exhibitor by any written means. Unless the Exhibitor withdraws its application to participate by registered letter sent to the Organiser within 8 days of the said notification, the new dates and/or new Venue hosting the Event are deemed to have been accepted by the Exhibitor. The Organiser retains the amount of the deposit and/or participation fees already paid by the Exhibitor in respect of its participation in the postponed Event and the Exhibitor remains obliged to pay all instalments due in respect of its participation in the postponed Event in application of the terms of payment as modified *mutatis mutandis*. If the Exhibitor withdraws from participation, the sums received by the Organiser will be returned to the Exhibitor without further compensation.

4. INVOICING TERMS AND CONDITIONS

All prices indicated on documents issued by the Organiser or on the Event's website are expressed in Euros exclusive of VAT. In accordance with the legal and regulatory provisions applicable to services, prices will be subject to value added tax at the current rate.

5. PAYMENT TERMS

Payment of the sums contractually due shall be made on the due dates and in accordance with the terms and conditions set out below:

- the first payment (deposit): when the application is sent by post or when the Exhibitor validates its application form online, by cheque or bank transfer or by

credit card if the application is made online, or on any other date set by the Organiser and specified in the application form;

- the balance: is invoiced when the Exhibitor is allocated a stand position. The invoice is payable without discount, by cheque or bank transfer.

Any registration made less than thirty (30) days before the opening of the Event will be invoiced in full on the day of registration. The invoice is payable immediately.

Stands will only be made available to Exhibitors once the balance has been paid.

All orders for stand fittings placed after the Exhibitor has registered are payable in full when the order is placed.

Payments must be made to the Organiser in Euros.

Once the stand has been allocated, the balance of the price must be paid by the date shown on the invoice.

6. PAYMENT SECURITY AND TRANSACTION PROOF IN THE EVENT OF AN ONLINE APPLICATION

The Event's website incorporates a security system. The Organiser has adopted the TLS encryption process from WORDLINE, which encrypts and secures confidential information.

In the absence of proof to the contrary, the data recorded by the Organiser constitutes proof of all transactions between the Organiser and the Exhibitor.

The data recorded by the payment system constitutes proof of the financial transactions.

7. PAYMENT - LATE PAYMENT OR DEFAULT

Any sum due and not paid by the due date shown on the invoices shall automatically give rise to late payment interest at a rate equal to three times the legal interest rate, which will start to run the day after the due date shown on the invoice.

In the event of non-compliance with the payment deadlines referred to in article 5 "Payment Terms", a fixed indemnity of €40 for collection costs will be demanded by the Organiser in addition to the late payment penalties mentioned above (art L441-3, L 441- 6 and D 441-5 of the French Commercial Code). It is specified that this fixed compensation is not exclusive of the reimbursement of the amount of other

costs that may be incurred by the Organiser for the purposes of recovering its invoices.

8. VAT.

Foreign exhibitors may claim a refund of VAT under the following conditions:

*For companies in the European Union:

- Submit the refund application via the electronic portal set up by the State in which the exhibitor is established in accordance with the provisions of Directive 2008/9/EC of 12 February 2008. In France, this is done via the French tax portal: www.impots.gouv.fr.
- You must attach an electronic copy of the original invoices for amounts in excess of €1,000 excluding VAT.

- Submit the refund application no later than 30 September of the calendar year following the refund period.

*For companies outside the European Union:

The exhibitors concerned must appoint a fiscal representative in France to complete the formalities.

9. CANCELLATION CLAUSE - PENALTY CLAUSE

9.1 If the Exhibitor fails to pay any of the sums it owes by the due date, whatever the cause, the contract between it and the Organiser will be terminated 7 (seven) days after formal notice expressly mentioning the terms of the present article 9.1 has been sent by the Organiser to the Exhibitor by any useful written means and has remained without remedy.

Similarly, in the event that the Exhibitor expresses the intention to go back on its commitment to participate in the Event, for whatever reason, the Organiser may enact the cancellation clause of this article by sending the Exhibitor formal notice to waive this withdrawal within 7 (seven) days and to confirm its participation.

The period of 7 (seven) days above shall begin to run from the date of notification of the formal notice to the Exhibitor.

The termination of the contract will take effect automatically on expiry of the above period, without the need for the Organiser to obtain a court ruling, and the Organiser will immediately regain free use of the area allocated to the Exhibitor.

In the event that the contract is terminated in application of this clause, the Exhibitor remains obliged to pay the Organiser the full amount of its participation in the Event. Thus, any sums already paid will be definitively acquired by the Organiser and any



sums remaining due will be immediately payable.

9.2 Notwithstanding the above, the contract between the Exhibitor and the Organiser will be terminated immediately and by operation of law without formal notice:

- if the Exhibitor does not occupy its stand by the day before the Event opens to the public at the latest, for whatever reason,
- if the Exhibitor registers less than 30 (thirty) days before the opening date of the Event, if the payment stipulated in article 5 of these T&Cs is not made within the period stipulated in said article (depending on the case, no later than 8 (eight) days or 2 (two) days after the invoice is sent and in any event no later than 2 (two) working days before the opening of the Event, for whatever reason!.

In the cases mentioned in this article 9.2, the consequences of the cancellation will be the same as those set out above in article 9.1.

10. INSURANCE

10.1 Insurance obligation

Insurance of own property

The Organiser is not liable for damage caused to goods belonging to the Exhibitor or placed in its custody.

The Exhibitor undertakes to insure the equipment or objects on its stand during the Event against all risks, and in particular against the risks of fire, theft, explosion, collapse or water damage.

Third party liability

The Exhibitor undertakes to take out insurance covering its third-party liability and that of any person participating directly or indirectly in the performance of its activities (employees, service providers and subcontractors) during the Event.

This insurance must cover the Exhibitor for any bodily injury, damage to equipment and consequential loss caused to its employees, subcontractors, the Organiser or any third party, during its participation in the Event (including during the set-up and dismantling periods).

This insurance policy must offer coverage for a value of at least €3,000,000 per claim in the Exhibitor's capacity as temporary occupier of the premises.

10.2 Waiver of recourse

All Exhibitors, by the mere fact of their participation, declare that they waive

any recourse that it or its insurers may have against the Organiser, any representative of the Organiser or any person having rights of ownership or use of the building in which the Event is organised, or the insurers of the above-mentioned persons for (i) any direct or indirect damage caused to its property or that of its employees or that in its care (ii) any damage to property or consequential loss resulting from fire, explosion, collapse or water damage.

The Exhibitor undertakes to obtain from its insurers the same waiver of recourse against the aforementioned persons.

10.3 Insurance certificate

The Exhibitor undertakes to provide the Organiser, at the latter's first request, with the certificate(s) corresponding to the abovementioned cover. The certificate must indicate the cover taken out, its amount and its period of validity, together with the waivers of recourse. Failing this, the Organiser reserves the right to cancel the Exhibitor's participation in the Event without compensation nor reimbursement of sums paid by the Exhibitor.

11. STAND ALLOCATION

The Organiser draws up the plan of the Event and allocates the stands taking into account the sectorisation of the event and as and when Exhibitors are admitted. The Organiser will make its best efforts to take into consideration the wishes expressed by Exhibitors and the nature of the products exhibited. In this respect, given the constraints imposed by the positioning of all the Exhibitors, the Organiser reserves the right to modify, with the Exhibitor's agreement, the surface areas requested by the Exhibitor up to a limit of 20% and thus to update the corresponding invoicing accordingly, without the Exhibitor being able to request the cancellation of its participation. The Organiser is the sole arbiter of the general layout of the Event and of the layout of the stands at the Venue.

Participation in previous events does not entitle the Exhibitor to a specific stand position.

Any claims regarding the pitch allocated to the Exhibitor must be sent in writing to the Organiser within seven (7) days of the plan being sent. In order to be considered by the Organiser, these claims must be supported by full details of genuine and serious reasons for these claims.

The expiry of the period of seven (7) days from the date on which the characteristics of the stand are sent to

the Exhibitor shall constitute acceptance by the Exhibitor of the pitch allocated.

Under no circumstances will the Organiser be liable to the Exhibitor for any consequences (disturbance of use, commercial loss in particular) that may arise from the stand position that it is allocated.

12. SUBLETTING / CO-EXHIBITING

The Exhibitor may not publicise non-exhibiting companies in any form whatsoever. The Exhibitor is also prohibited from transferring or subletting all or part of the allocated pitch without having first obtained the Organiser's written approval by declaring its partners (co-exhibitors, companies represented, etc.). If the Organiser accepts these partners, the Exhibitor must pay a specific registration fee for each company present on its stand. The Exhibitor guarantees that the companies present on its stand comply with the Contractual Documentation. In particular, the Exhibitor is responsible for any breach of the Contractual Documentation committed by the companies present on its stand. The Exhibitor also guarantees the Organiser against any recourse, disputes, charges, sentences and various expenses that may be incurred by the companies present on its stand in relation to their participation in the Event.

13. STAND

Information on the installation, fitting out and evacuation of stands will be available in the Exhibitor Manual.

a) Use of the stand - Compliance with legal and regulatory provisions

Exhibitors are required to be familiar with and comply with all regulations in force at the time the Event is held, whether issued by the public authorities or by the Organiser, in particular the ban on smoking in places intended for collective use and regulations concerning Fire Safety and Health and Safety.

The Fire Safety and Health and Safety Regulations will be sent to Exhibitors in the Exhibitor Manual.

The Organiser will prohibit the use of stands that do not comply with these regulations.

The Exhibitor undertakes to comply with all legal or regulatory requirements applicable to its business and/or the activities and services it wishes to develop as part of its participation. In this respect, it will make all compulsory



declarations and will be personally responsible for obtaining any authorisation or clearance (particularly in the case of the sale or free distribution of drinks to be consumed on the premises) so that the Organiser cannot be held accountable in under any circumstances.

Lastly, the Exhibitor undertakes not to cause any inconvenience (noise, smell, etc.) to neighbouring Exhibitors and not to interfere with the organisation of the Event.

b) Exclusive services on stands

To guarantee the security of persons and property during the Event, Exhibitors wishing to benefit from certain security, cleaning and handling services, ratifies the pre-selection and negotiation carried out by the Organiser by giving it a mandate to conclude, in its name and on its behalf, the contract(s) for the provision of services, the essential conditions of which it acknowledges having read at the time of its application and being informed of the need to refer to the Exhibitor Manual.

The Organiser's mandate will end with the conclusion of the contract for the provision of services (cleaning, handling and/or security).

The performance of the contract and its consequences will therefore be managed exclusively by the Exhibitor and the Service Provider, to whom it must pay the price of the service directly, without the Organiser being able to act as a *del credere*. Any complaint will therefore be addressed to the Service Provider and dealt with directly by the latter, the Organiser remaining a third party to this contractual relationship.

In any case, by virtue of this mandate, only the Exhibitor will be contracted with the service provider concerned, and the Exhibitor may not in any circumstances seek the Organiser's liability, except for the missions entrusted as strictly defined above.

c) Damage

Unless otherwise stated, the pitch, stand and equipment made available to the Exhibitor by the Organiser are deemed to be in good condition.

The rented pitch must be returned to the Organiser clean and empty of all rubbish. The stands and equipment provided as part of the stand's fittings must be returned to the Organiser in a good state of repair. Any damage caused to the stand space occupied, the stand, the equipment supplied or

the existing infrastructure, noted on vacating of the pitch, will be invoiced to the Exhibitor.

d) Occupation of stands

Exhibitors undertake to occupy their stand no later than the day before the Event opens to the public. The stand must be permanently occupied by the Exhibitor during the hours when the Event is open to visitors.

14. AUTHORISED PRODUCTS, BRANDS AND SERVICES

The Exhibitor may only present on its stand the products, brands and services admitted as listed in its application.

The Exhibitor also declares and guarantees that it is the owner of the intellectual property rights relating to the products or services presented on its stand, or that it has been authorised by the owner of these rights to present these products, brands or services on its stand.

The Exhibitor certifies that the products or services presented comply with the safety standards imposed by the regulations in force and assumes full responsibility for any defects in said products or services, without the Organiser being held liable.

15. VISIBILITY

The Exhibitor is solely responsible for the content of the information it provides and which is intended for distribution by the Organiser, posted on the Event's website, concerning the Exhibitor and in particular concerning the products and/or services, characteristics, performance, prices, etc..

The Exhibitor guarantees the Organiser that the said information is lawful, in particular that the designation, offering, presentation, instructions for use, description of the scope and conditions of guarantee of a good, product or service that it presents online comply with the legislation in force, and more generally that they comply with advertising and consumer protection law.

Texts, logos, illustrations, photographs and visuals, products and brands are published under the sole responsibility of the Exhibitor, who alone bears the cost of any reproduction fees.

The Exhibitor guarantees the Organiser against any amicable or legal action by a third party.

16. ILLICIT SALE OF ACCESS PASSES

The act of giving, offering for sale or exhibiting in the aim of sale or transfer, or providing the means for sale or transfer of passes granting access to the Event (entry tickets, invitations, badges, passes, etc.), on a regular basis and without the authorisation of the Organiser, in the public domain, in a private place or on the Internet, is a criminal offence for which the offender may be arrested by the police and subject to a fine of €15,000. This penalty is increased to a €30,000 fine for repeat offenders (article 313-6-2 of the French Penal Code).

17. INVITATIONS

Invitations may not be reproduced or resold. Offenders will be prosecuted and risk the penalties set out in article 313-6-2 of the French Criminal Code.

In this respect, the Organiser reserves the right to neutralise any invitation cards whose fraudulent use (resale, reproduction, theft, etc.) has been brought to its attention.

18. DEMONSTRATIONS - SPECIAL EVENTS

a) Demonstrations

Demonstrations within the Event may only take place for products requiring a specific technical explanation. In addition, these demonstrations will be subject to special, prior and written authorisation from the Organiser. It is prohibited to hold a demonstration on a raised stage or platform above the initially planned floor level. Demonstrations using microphones, haranguing or soliciting, in any way whatsoever, are strictly forbidden. It is strictly forbidden to partially or totally close a stand during opening hours, and in particular during any demonstration, except with the prior written authorisation of the Organiser.

b) Special events

Any attraction, show or entertainment on the stands must be authorised in advance by the Organiser. To this end, the Exhibitor must present a precise project (equipment and sound source used, type of event, etc.).

In all cases, the output of the loudspeakers must not exceed 30 decibels (dBA), and the said loudspeakers must face inwards on the stand and be tilted towards the ground. The sound volume may not exceed 85 decibels (dBA).

c) Demonstrations and events must not in any way inconvenience neighbouring



Exhibitors, footfall or, in general, the smooth running of the Event, failing which the authorisation granted may be revoked without notice.

19. ADVERTISING

All illuminated or audible advertising must comply with the Event's decoration regulations and receive to the Organiser's prior written approval. This approval will remain subject to the condition that the advertising in no way constitutes a nuisance to neighbouring Exhibitors, to footfall or, in general, to the smooth running of the Event, failing which the authorisation may be revoked without notice.

The distribution of leaflets, vouchers and other printed matter aimed at diverting visitors to the Event to the Exhibitor's benefit is strictly forbidden in the aisles and within the confines of the Venue. Only leaflets, vouchers and other printed matter deposited on the Exhibitor's stand is authorised.

Any document given to visitors on the Exhibitor's stand, such as a business card, order form, etc., must bear the name of the stand or the company name of the Exhibitor appearing on the application form.

20. COMMERCIAL PRACTICES / NO RIGHT OF WITHDRAWAL / MEDIATION OF CONSUMER DISPUTES / UNFAIR COMPETITION

Please note that the Consumer Code expressly prohibits sales with a premium (article L 121-19 of the Consumer Code), sales at a loss (article L 442-2 of the Commercial Code), snowball sales (article L 121-15 of the Consumer Code), subordinate sales (article L 121-11 of the Consumer Code), and bait-and-switch sales.

All auctions must comply with current legislation.

The Exhibitor undertakes to inform consumers that purchases made at the Event, with the exception of those covered by a consumer credit contract (Article L312-18 of the French Consumer Code) and those resulting from a personal invitation to visit a stand to collect a gift, are not subject to the right of withdrawal. In contract offers made at the Event, the Exhibitor is therefore obliged to mention the absence of a withdrawal period, in clear and legible terms, in a visible box (article L 224-59 of the French Consumer Code).

Consumers do not benefit from the right of withdrawal for contracts concluded

with Exhibitors carrying out their activity under usual conditions, within the meaning of Article L 221-1 of the French Consumer Code, i.e. under normal conditions in accordance with the provisions of these T&Cs and the General Regulations for Trade Events. The Exhibitor expressly refrains, throughout the duration of the Event, from engaging in acts of unfair competition such as surveys outside its stand and the distribution of promotional items outside its stand, which may result in visitors to the Event being diverted to its benefit.

The Exhibitor is obliged to conclude contracts concluded with visitors in good faith.

Pursuant to Articles L 612-1 et seq. of the French Consumer Code, the Exhibitor also undertakes to offer consumers the possibility of calling on the services of a consumer ombudsman to resolve any dispute between them out of court.

21. COUNTERFEIT

The Exhibitor must be personally responsible for the intellectual and/or industrial protection of the materials, products, services and brands exhibited, in accordance with the legal and regulatory provisions in force, the Organiser being released from all liability in this respect, particularly in the event of a dispute with another Exhibitor or visitor.

In the event of counterfeit duly established by a court decision, regardless of its date, the Organiser may require the Exhibitor to comply with the decision.

Failing this, the Organiser reserves the right not to admit the Exhibitor or to apply the penalties provided for herein, without the Exhibitor being entitled to claim any compensation whatsoever.

22. PRICE DISPLAY

Product prices must be displayed in French and inclusive of all taxes, in accordance with current legislation, and must be clearly displayed to ensure that the public is properly informed. Any announcement of a price reduction (discount, rebate or rebate) by means of labelling, marking or display must comply with the legal and regulatory conditions in force relating to the advertising of prices to the consumer, and may only be made in the form of notices placed inside the stands. The maximum size of these notices is 30 cm x 20 cm.

23. SACEM DECLARATION

Exhibitors wishing to broadcast music on their stand must inform the Organiser in writing beforehand. It is also specified that the Exhibitor is solely responsible for respecting the intellectual property rights relating to the airing of music. Consequently, the Exhibitor must enter into a declaration to the SACEM relating to the airing of music on its stand and must ensure payment thereof.

The Exhibitor guarantees the Organiser against any recourse and/or any claim from any third party due to the failure to fulfil its obligations.

24. FOOTAGE / TRADEMARKS / CONTENT

The Exhibitor expressly authorises the Organiser and the COMEXPOSIUM Group, free of charge:

- to produce, if they so wish, photos and/or films of themselves and the members of their team, as well as the products exhibited on their stand;
- to use these images freely in all media, particularly advertising (including the Internet), in France and abroad, for a period of five years from the date of the application;
- to quote and reproduce its brand or company name free of charge as a commercial reference for the purposes of its communication, on all media (particularly the Internet), both in France and abroad, for a period of five years from the date of its application;
- where applicable, to represent, distribute, reproduce, adapt, record, publish, translate, use and exploit free of charge the content presented by the Exhibitor during the Event, of which the latter certifies that it is the author or that it has obtained all the necessary authorisations from the latter, as well as the Exhibitor's contributions for the purposes of its communication, on all media (particularly the Internet), both in France and abroad, for a period of five years from the date of its application.

Any exhibitor who does not wish all or part of its stand or one of the elements represented on it (logo, brand, model...) or certain members of its team to appear on the films and/or photographs and/or Internet items used to promote the Event must give prior written notice to the Organiser before the opening of the Event.

Furthermore, any Exhibitor wishing to take photographs of the Event must inform the Organiser in writing beforehand. In this respect, the Exhibitor shall be personally



responsible for obtaining the necessary authorisations for taking photographs as part of the Event and shall be solely responsible for respecting the image rights of each Exhibitor, visitor or other participant in the Event.

25. CATALOGUE

Only the Organiser has the right to publish, or have published, and distribute the Event catalogue. The information required for the catalogue will be supplied by the Exhibitors under their own responsibility. Under no circumstances will the Organiser be liable for any omissions, reproduction or composition errors, or other errors that may be made by the Exhibitor.

26. PRACTICAL INFORMATION

All information concerning the details of the Exhibitor's participation in the Event can be consulted in the Exhibitor Area on the Event website.

27. CANCELLATION OR POSTPONEMENT OF THE EVENT DUE TO FORCE MAJEURE

In the event of force majeure preventing the Event from being held under the conditions initially planned, the Organiser will be authorised to cancel, modify the date, the duration of the Event and/or the Venue, decide to extend or close it early or adapt the Event to the circumstances, without the Exhibitors being able to claim any compensation whatsoever.

For the purposes of these General Terms and Conditions, the following shall be deemed to be cases of force majeure ("**Force Majeure**") :

- Any event qualifying as force majeure within the meaning of article 1218 of the French Civil Code;
- Any event or situation, whether or not it fulfils the conditions of force majeure within the meaning of article 1218 of the French Civil Code, which makes it impossible to operate the Venue and/or hold the Event or entails risks of disturbances or disorders likely to seriously affect the organisation and smooth running of the Event or the safety of property and persons (provided that it is not due to a fault or negligence on the part of the Organiser) such as :
 - fires, explosions, floods, storms, lightning, natural disasters, ;
 - riots, strikes, war, acts of terrorism or proven threat of terrorism ;
 - proven risk to the safety of people and/or property;

- epidemics and/or health emergencies and/or health crises or proven health risks ;
- damage to technical equipment making it impossible to operate the Venue or compromising the smooth running of the Event;
- supply problems concerning consumables ;
- decision by an administrative authority to close the Venue and/or prohibit the holding of the Event, requisition or decision by a third party imposed on the Organiser.

In the event of Force Majeure, the Organiser will notify the Exhibitors without delay.

In the event of cancellation of the Event for reasons of Force Majeure, the sums received by the Organiser will be returned to the Exhibitor, after deduction of a share of the costs and expenses incurred by the Organiser for the holding of the Event (and in particular relating to the application fees, organisation, promotion and smooth running of the Event).

The sum returned to each Exhibitor is calculated on a pro rata basis of the price owed by each Exhibitor for its participation in the Event.

In the event of the postponement of the Event to a later date and/or to a different Venue, in the event of a change in the duration and/or opening and closing procedures of the Event or in the event of an adaptation of the Event due to Force Majeure, the amount of the deposit or participation fee paid by the Exhibitor shall be retained by the Organiser with a view to its participation in the postponed Event, and the Exhibitor shall remain liable to pay all instalments due in respect of its participation in the postponed Event in accordance with the terms of payment as modified *mutatis mutandis*. Under no circumstances may the Exhibitor claim reimbursement of sums paid or any compensation whatsoever.

28. UNFORESEEN CIRCUMSTANCES

In the event of a change in circumstances unforeseeable at the time of the conclusion of the contract making its execution excessively onerous for the Organiser, the Organiser reserves the right to cancel the Event or to modify, prior to the holding of the Event, the date, the Venue, the duration of the Event, as well as the opening and closing times of the Venue which will host the Event.

These changes must not substantially modify the format of the Event and must be notified to the Exhibitor with reasonable notice.

In the event of cancellation of the Event under the conditions of this article, the sums received by the Organiser will be returned to the Exhibitors, without the Exhibitors being able to claim any compensation in this respect.

In the event of a modification to the Event or to the conditions of organisation of the Event as provided for in this article, the amount of the deposit or participation fee paid by the Exhibitor will be retained by the Organiser with a view to the Exhibitor's participation in the Event as modified and the Exhibitor remains obliged to pay all instalments due in respect of its participation in the modified Event in accordance with the terms of payment as modified *mutatis mutandis*. Exhibitors may not demand a partial or total refund of the participation fee or claim any compensation whatsoever.

Article 1195 of the French Civil Code, on unforeseeable changes in circumstances, does not apply to these T&Cs and to any contract concluded between the Organiser and the Exhibitor on the basis of these T&Cs. The Organiser and the Exhibitor declare that the Contractual Documentation contains the stipulations that they have deemed sufficient and necessary in order to manage such changes, including the stipulations of this article 28, and that, for the rest, they accept to assume the risk of changes as envisaged in article 1195 of the Civil Code. Each party expressly waives the provisions of article 1195 of the Civil Code, and any rights it may have enjoyed under that article.

29. PERSONAL DATA

The Organiser, in its capacity as data controller, processes the Exhibitor's personal data as part of the processing of the Exhibitor's application to participate in the Event and the Exhibitor's commercial relations with the Organiser, pursuant to these T&Cs. This information and the Exhibitor's personal data are also processed for security purposes in order to comply with the Organiser's legal and regulatory obligations and to enable the Organiser to improve and personalise its services. Depending on the Exhibitor's choices when applying to



participate, the Exhibitor may also receive, via any channel, commercial proposals and news relating to the Organiser's activity and services. Where applicable, the Exhibitor's data may be processed, based on its consent that it may withdraw at any time, in order to send it, via all channels, commercial offers and news concerning other events by EQUIP AUTO and/or those of its partners.

Only the Organiser's internal teams and its duly authorised service providers involved in the organisation and management of the Event have access to the Customer's personal data. Where applicable, this data may also be communicated to third parties according to the choice expressed by the Customer (partners and/or entities of the EQUIP AUTO Group).

The personal data that must be provided are indicated as such in the application form and are necessary for the conclusion and execution of the contract between the Exhibitor and the Organiser. Without this data, the Organiser will not be able to process the Exhibitor's requests.

In accordance with the applicable regulations, the Exhibitor has a right of access, a right of rectification, a right to object to the processing of its data, a right to erasure and restriction of processing and a right to the portability of its data. The Exhibitor may exercise these rights at any time by writing to EQUIP AUTO SAS - EQUIP AUTO ON TOUR 2024 - 79 rue Jean-Jacques Rousseau - 92150 Suresnes - France, or by email to marketing@equipauto.com. The Exhibitor also has the right to lodge a complaint with the French data supervisory authority, *Commission Nationale de l'Informatique et des Libertés* (CNIL).

The Exhibitor's personal data is kept for the duration of its commercial relationship with the Organiser and then for a period expiring at the end of the third edition of the Event following the Exhibitor's last expression of interest.

The data required to establish proof of the said relationship, the data required to execute these T&Cs and the data required for the Organiser to comply with the legal and regulatory obligations to which it is subject are stored in accordance with the provisions in force.

30. SUBSTITUTION OPTION

As part of the execution of the present contract and at any time, the Organiser may freely:

- substitute itself for any company in the group to which it belongs, understood as any entity controlling, controlled by or placed under the same control as the Organiser (within the meaning of article L.233-3 of the French Commercial Code) or
 - assign or transfer, in any manner whatsoever and to any person whatsoever, the rights and obligations arising from these T&Cs, particularly in the event of the sale or management lease of the Event's business.
- In the event of such a substitution or transfer, the Exhibitor undertakes to continue to execute the present contract with the new organiser of the Event.

31. COMPLIANCE

The Exhibitor shall comply with all applicable legal provisions governing its activities (in particular the Sapin 2 Act, the Foreign Corrupt Practices Act and the UK Bribery Act with regard to anti-bribery requirements), its internal obligations and business practices, the latter of which must be communicated to the Organiser. The Exhibitor must obtain any permits or licences required for these operations. The Exhibitor will not take any action in violation of any applicable legal or regulatory provision that could result in the Organiser's liability. The Exhibitor undertakes to comply with the internal policies established by the Organiser and published by the Organiser, as well as any requirements that may arise from them.

32. CLAIMS AND DISPUTES - APPLICABLE LAW - APPLICABLE JURISDICTION

Any claim must be made by registered letter with acknowledgement of receipt within ten (10) days of the close of the Event.

The Parties shall endeavour to settle amicably and as quickly as possible any dispute that may arise between them relating to the interpretation and/or execution of the contract and these T&Cs. If at the end of a period of 90 calendar days following the date of receipt of the registered letter with acknowledgement of receipt notifying the dispute, the Organiser and the Exhibitor do not reach an agreement, the dispute will then fall within the exclusive jurisdiction of the courts of Nanterre.

Participation in the Event and all acts taken in consideration of such participation shall be subject to French law. With regard to the interpretation of these T&Cs and all Contractual Documentation, their French version shall be binding.

33. TOLERANCE

Any tolerance on the part of the Organiser relating to the Exhibitor's non-performance or poor performance of one of the provisions of the Contractual Documentation may not, under any circumstances, and regardless of its duration or frequency, give rise to any right whatsoever for the Exhibitor, nor modify in any way whatsoever the nature, extent or conditions of performance of the Exhibitor's obligations.

34. NULLITY

If one or more of the stipulations herein are held to be invalid or declared as such in application of a law, regulation or following a final judicial decision, the other stipulations will retain all their force and scope.

35. PENALTIES

In the event of an infringement of the Contractual Documentation, the Organiser may, after formal notice, where applicable served in the presence of a bailiff and which has remained without remedy, immediately close the stand and forbid the Exhibitor to enter it, without the Exhibitor being able to claim any financial or material compensation from the Organiser.

The costs incurred by the Organiser's intervention (bailiff's fees and costs relating to closure) will be charged to the Exhibitor.

In any event, as soon as an infringement has been established, the Organiser will be entitled to terminate this contract without prejudice to any damages that may be claimed from the Exhibitor and will be free of any obligation towards the latter.

Also as a consequence of the above, the Organiser will be entitled to refuse the Exhibitor admission to any of the events organised by the companies in its group for a period of three (3) years.