



GENERAL TERMS AND CONDITIONS OF PARTICIPATION

1. DEFINITIONS

- **"General Terms and Conditions"** refers to these general terms and conditions of participation. They set forth the terms and conditions governing the Exhibitor's participation in the Event.
- **Application for Participation** means the application submitted by the applicant to the Organizer for participation in the Event.
- **Contractual Documentation** refers to the General Terms and Conditions and the practical information in the Exhibitor Area of the Event's Website.
- **Exhibitor Area** refers to the area on the Event Website accessible only to the Exhibitor.
- **Event** means the EQUIP AUTO-Côte d'Ivoire trade show organized by the Organizer, which will take place from November 26 to 28, 2026, at the Abidjan Exhibition Center.
- **"Exhibitor"** means any legal entity or individual acting for purposes related to its commercial, industrial, artisanal, professional, or agricultural activities, whose Application to Participate in the Event has been accepted by the Organizer.
- **"Organizer"** means the company **MIWA AFRICA SARL**, a limited liability company with a share capital of 5,000,000 FCFA, whose registered office is located at Boulevard Valéry Giscard d'Estaing, Immeuble Plein Ciel, 6th floor, Marcory Zone 4, Abidjan, Ivory Coast—registered with the RCCM under number CI-ABJ-03-2026-B12-04236 and IDU number CI-2026-0067010 K—represented by its two co-managers, Philippe BAUDIN and Luc AZILINON
- **"Venue"** refers to the Abidjan Exhibition Center.
- **"Event Website"** refers to the website accessible from within the ECOWAS region at <https://event.africa.equipauto.com/local2026/> and from countries outside the ECOWAS region at <https://event.africa.equipauto.com/inter/>

2. COMMITMENT - ADMISSION

Any person wishing to participate in the Event must complete and submit an Application for Participation to the Organizer.

Before submitting their Application for Participation, the applicant must read and accept the General Terms and Conditions and the Contractual Documentation applicable to their participation in the Event.

Each Application to Participate in the Event is strictly personal to the applicant.

Each Application for Participation is subject to preliminary review by the Organizer, who reserves the right to evaluate and verify, in particular—at its sole discretion and without this list being

exhaustive or mandatory:

- The applicant's creditworthiness;
- The compatibility of the applicant's business

- with the Event's scope;
- The alignment of the applicant's product and service offerings with the Event's positioning;
- The neutrality of any message the applicant may convey during the Event.

Any form of proselytizing or activism that could interfere with the smooth running of the Event is strictly prohibited.

Any Application for Participation submitted by candidates who owe money to the Organizer or a company within its group and/or are involved in a legal dispute with the Organizer or a company within its group will be rejected.

The Organizer's decision (to accept or reject the Application for Participation) will be notified to the applicant by email.

If the Organizer accepts the Application to Participate in the Event, the Organizer and the Exhibitor are definitively bound to one another by a contract consisting of the Exhibitor's Application to Participate, as accepted by the Organizer, and the Contractual Documentation.

Consequently, as of the acceptance of the Application for Participation:

- The Organizer agrees to provide the Exhibitor with a booth that meets the specifications indicated by the Exhibitor in its Application to Participate and to provide the additional services specified in that application, without prejudice to the application of the provisions of Article 10 below,
- The Exhibitor agrees to pay the amounts specified in its Application for Participation and to comply with all the provisions of the Contractual Documentation.
- The Exhibitor may not modify its participation (including, in particular, changes to the stand's floor space) without the Organizer's express consent.
- The Exhibitor may not withdraw from or cancel its participation for any reason whatsoever (including in the event of a disagreement regarding the allocation of a booth location) except in the limited circumstances listed below. If, despite this restriction, the Exhibitor cancels its participation, it shall be liable for the cancellation penalty set forth in clause 8.1 of the General Terms and Conditions.
 - The Exhibitor may cancel its participation only in the limited circumstances set forth in Articles 3.2 and 4.2 below.

The services ordered by the Exhibitor and which the Organizer agrees to provide are independent and severable.



In the event that the Application for Participation is rejected, the Organizer agrees, where applicable, to reimburse the Exhibitor the amount corresponding to the first installment already paid.

It is expressly stated that the rejection of an Application for Participation is a discretionary decision of the Organizer and shall not give rise to any recourse or claim for damages.

The Organizer reserves the right not to process Participation Applications submitted after the registration deadline set by the Organizer. After this date, the Organizer does not guarantee the availability of the proposed booth configurations.

Finally, it is expressly stated that the Exhibitor's admission to the Event does not in any way oblige the Organizer to admit the Exhibitor to future sessions of the Event or to any other event organized by the Group to which the Organizer belongs, nor does it confer upon the Exhibitor any right of reservation or priority in this regard.

3. CONTRACTUAL DOCUMENTATION

3.1 Acceptance

The Exhibitor has reviewed the Contractual Documentation and accepted it without restriction or reservation prior to submitting its Application for Participation to the Organizer.

Admission to the Event implies the Exhibitor's full and complete acceptance of the Contractual Documentation, unless otherwise negotiated between the Organizer and the Exhibitor.

3.2 Amendments to the General Terms and Conditions

The Organizer reserves the right to amend the General Terms and Conditions at any time. The Exhibitor will be notified in writing of any such amendments in advance.

Amendments resulting from changes in applicable regulations and/or related to the health and/or safety of persons and property shall take effect immediately without the need to obtain any approval from the Exhibitor or to have any document signed. Exhibitors will be notified of these changes without delay; however, they shall not be entitled to any compensation in connection with such changes or to cancel their participation.

Other amendments to the General Terms and Conditions will be notified to Exhibitors in writing and will take effect upon thirty (30) days' notice.

The Parties expressly agree that only substantial amendments to Articles 4.2, 8, 25, and 26 of the General Terms and Conditions entitle the Exhibitor to terminate its Participation within eight (8) days of receiving notice. The Exhibitor must send notice of termination to the Organizer within this period via certified mail with return receipt requested.

4. EVENT TERMS AND CONDITIONS

4.1 Acceptance of the Event Terms and

Conditions

The Organizer establishes the terms and conditions of the Event. In particular, the Organizer determines the Venue where the Event will be held, its opening and closing dates, its duration, the Venue's opening and closing hours, the Event's layout and facilities, the entertainment schedule, and the registration deadline.

All terms and conditions of the Event are posted on the Event's website and are accepted by the Exhibitor upon submission of the Application for Participation. The Organizer bears costs and incurs expenses prior to the Event (registration management, advertising, and promotion of the Event, etc.).

4.2 Modification of the Event Terms and Conditions Outside the Cases Covered by Articles 25 and 26

The Organizer may modify the Event terms and conditions (duration of the Event, opening and closing times of the Venue, etc.), without such modification entitling the Exhibitor to cancel its participation except in the case described below.

In the event that the Event is postponed to a later date or the Event Venue is changed, except in the cases set forth in Articles 25 and 26 below, the Exhibitor shall be notified of such changes in writing. Unless the Exhibitor cancels its Application for Participation by registered letter with return receipt addressed to the Organizer within eight (8) days of said notification, the new dates and/or new venue for the Event shall be deemed accepted by the Exhibitor. The Organizer shall retain the amount of the deposit and/or participation fees already paid by the Exhibitor for participation in the rescheduled Event, and the Exhibitor remains obligated to pay all installments due for participation in the rescheduled Event in accordance with the payment terms as modified *mutatis mutandis*. In the event of cancellation of participation, the amounts received by the Organizer will be refunded to the Exhibitor without any further compensation.

4.3 Cancellation of the Event

In the event of cancellation of the Event, except as provided for in Articles 25 and 26 below, the Organizer shall promptly notify the Exhibitors in writing, and the amounts received by the Organizer shall be refunded to the Exhibitor without any further compensation.

5. PRICES AND PAYMENT TERMS

5.1 Price

The participation fee is specified in the Contractual Documentation.

All prices indicated in documents issued by the Organizer or on the Event's Website are expressed in Euros and CFA Francs on a pre-tax basis. In accordance with the legal and regulatory provisions applicable to the services, prices will be subject to value-added tax at the rate in effect pursuant to Article 7 below.



5.2 Early Bird Discount

Any introductory discount or price reduction announced at the time of the Exhibitor's Application for Participation is calculated based on the stand area reserved by the Exhibitor in that application.

In the event of a subsequent increase in the stand area reserved by the Exhibitor, the amount of the introductory discount will remain unchanged. However, in the event of a subsequent reduction in the stand area reserved by the Exhibitor that is accepted by the Organizer, the amount of the introductory discount will be reduced in proportion to the reduction in the reserved area.

5.3 Payment Terms

Payment for participation is due on the dates set forth below upon presentation of an invoice:

- 50% upon submission of the Participation Application on the Event Website;
- The balance by September 1, 2026.

Invoices issued by the Organizer are payable in full by the Exhibitor upon receipt. They are payable by bank transfer, check, or credit card, with no discount available for early or cash payments. Payments must be made in Euros, payable to the Organizer.

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

Any order for booth setup or additional services placed after the Exhibitor's registration is payable in full at the time of order.

No booth space will be allocated to the Exhibitor until the first installment has been paid.

Booths will not be made available to Exhibitors on the day of the Event until all invoices (registration, additional services, etc.) have been paid in full.

5.4 Late Payment

Any amount due and unpaid by the due date indicated on the invoices shall automatically incur late payment interest at the BCEAO statutory rate plus two percentage points, which shall begin to accrue on the day following the due date specified on the invoice.

In the event of failure to meet the payment deadlines specified in Section 5.3 "Payment Terms," the Organizer will charge a flat-rate indemnity of forty (40) euros for collection costs, in addition to the late payment penalties mentioned above. It is specified that this lump-sum fee does not preclude reimbursement of any other costs that the Organizer may incur in order to collect its invoices.

6. PAYMENT SECURITY AND PROOF OF TRANSACTIONS IN CONNECTION WITH AN ONLINE REGISTRATION REQUEST

The Event's website is protected by a security system. The Organizer has adopted ATOS's SSL

encryption process, which encrypts and secures confidential information.

Unless proven otherwise, the data recorded by the Organizer constitutes proof of all transactions between the Organizer and the Exhibitor.

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

7. VAT

Due to the Event's location in Côte d'Ivoire, the Exhibitor's participation is subject to local VAT, at a rate of 18%. This rate applies to all companies for services used in Côte d'Ivoire.

8. TERMINATION CLAUSE WITHDRAWAL CLAUSE

8.1 If the Exhibitor fails to pay any amount owed by it by the due date, for any reason whatsoever, the contract between the Exhibitor and the Organizer shall be terminated seven (7) days after the Organizer sends a formal notice—expressly stating the terms of this Section 8.1—to the Exhibitor by any appropriate written means, provided that such notice remains unanswered.

Similarly, should the Exhibitor indicate an intention to breach its commitment to participate in the Event, for any reason whatsoever, the Organizer may invoke the termination clause of this Article by sending the Exhibitor a formal notice requiring it to withdraw such cancellation within seven (7) days and to confirm its participation.

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

The contract shall be automatically terminated upon the expiration of the aforementioned period, without the Organizer being required to seek a court order to that effect, and the Organizer shall immediately regain full use of the space allocated to the Exhibitor. In the event of termination of the contract pursuant to this clause, the Exhibitor remains obligated to pay the Organizer, as a penalty, the full amount of its participation fee for the Event. Thus, any sums already paid shall be definitively retained by the Organizer, and any remaining amounts due, if any, shall become immediately payable.

8.2 Notwithstanding the foregoing, the contract between the Exhibitor and the Organizer shall be immediately and automatically terminated without prior notice:

- if the Exhibitor does not occupy its booth no later than the day before the Event opens to the public, regardless of the cause,
- if the Exhibitor registers less than thirty (30) days before the Event's opening date, if the payment provided for in Article 5 of these General Terms and Conditions is not made within the time limit specified in said article, regardless of the cause.

In the cases mentioned in this Article 8.2, the consequences of termination shall be the same as those provided for above in Article 8.1.

9. INSURANCE



9.1 Civil Liability

The Organizer shall not be liable for any damages that Exhibitors may cause to third parties, including the manager and owner of the Site hosting the Event.

The Exhibitor therefore agrees to take out, no later than sixty (60) days before the scheduled date of the Event's setup, with insurance companies authorized to conduct insurance business in Côte d'Ivoire, insurance policies covering its civil liability and that of any person participating directly or indirectly in the conduct of its activities (employees, service providers, and subcontractors) during the Event.

This insurance must cover the Exhibitor for all bodily injury, property damage, and consequential damages caused to its employees, subcontractors, the Organizer, or any third party in connection with its participation in the Event (including during setup and takedown periods).

This insurance policy must provide coverage of at least 20,000,000 CFA francs for all types of damage per claim.

The Exhibitor agrees to provide the Organizer, 60 days before the start of setup for the Event, with a valid certificate from its insurer indicating the coverage purchased, the amount of coverage, and the period of validity. Failing this, the Organizer reserves the right to deny the Exhibitor access to the Event without this giving rise to any compensation.

9.2 Rental Risks and Exhibitor's Property

Furthermore, the Organizer shall not be liable for:

- for property damage caused to the Site manager and/or the Site owner, affecting movable or immovable property, in the event of the following occurrences: fire, lightning, explosions, water damage, terrorist attacks, and natural disasters.
- damage caused to property belonging to the Exhibitor or placed in its custody.

The Exhibitor agrees to insure the equipment or items displayed on its booth during the Event against all risks, including, but not limited to, fire, theft, explosion, collapse, or water damage.

The Exhibitor agrees to purchase a rental liability insurance policy to cover the financial consequences of any civil liability it may incur for any property damage to the Site hosting the Event and for any consequential or non-consequential non-property damage caused to the Site's manager or owner in connection with the occupancy of the Site. The Exhibitor must provide proof of rental liability insurance coverage by submitting to the Organizer, no later than sixty (60) days before the start of Event setup, the duly signed "insurance certificate" form bearing the insurer's stamp and specifying coverage of at least 20,000,000 CFA francs per claim.

9.3. Waiver of Recourse

a) Against the Site management company

and/or the Site owner:

Except in cases of willful misconduct on the part of the Site management company and/or the Site owner, the Exhibitor waives any right of recourse against the Site management company and/or the Site owner and their insurers for:

- any damage caused to any of the Exhibitor's property resulting from any event whatsoever.
- Any indirect damages suffered by the Exhibitor caused by the Site operator or the Site owner.

Furthermore, the Exhibitor hereby waives any right to seek recourse against the Site operator and/or the Site owner and their respective insurers in the event of any of the following occurrences, resulting in harm to the Exhibitor:

- in the event of damage caused by fire, theft, water damage, moisture, or any other circumstance affecting the Exhibitor's own property; the Exhibitor is responsible for insuring against these risks,
- in the event of improper conduct by other occupants of the Site, their staff or suppliers, or visitors,
- in the event of an interruption or malfunction in the water, gas, electricity, or air conditioning services, or generally, in the event of a service dis , or shutdown—even if prolonged—for reasons beyond the control of the Site's management company and/or the Site's owner, affecting utility services, including automatic fire suppression systems, heating, or air conditioning, or any of the Site's common equipment,
- in the event of contamination of the heating, water, and air conditioning systems due to causes beyond the control of the Site's management company and/or the Site's owner,
- in the event of safety measures taken by the Site management company and/or the Site owner and/or any administrative authority, if such measures cause harm to the Exhibitor.

The Exhibitor agrees to obtain the same waivers of recourse from its insurers.

b) Against the Organizer:

The Exhibitor further declares that it waives any claim that it or its insurers might be entitled to bring against the Organizer and its insurers for damages covered by the rental liability insurance policy and for any direct or indirect damages it may cause to its property, equipment, and fixtures, as well as those of its agents, and for any business interruption and/or additional expenses regardless of the cause, except in cases of malicious acts.

The Exhibitor agrees to obtain the same waivers of recourse from its insurers.

9.4. Organizer's Group Insurance Offer



The Organizer may offer Exhibitors the option to enroll in a group insurance policy that meets all the requirements and conditions set forth in Article 9 above.

To this end, the Organizer will send the insurance proposal to the Exhibitor by email.

If the Exhibitor accepts the insurance offer, the premium amount will be invoiced along with the balance of the participation fee. The Exhibitor agrees to pay the premium in accordance with the terms set forth in Article 5.3.

The Exhibitor shall be exempt from the obligation to provide the Organizer with a valid insurance certificate 60 days prior to the start of setup for the Event (Articles 9.1 and 9.2).

In the event that the Exhibitor fails to provide a certificate of insurance that complies with the contractual requirements no later than 60 days before the start of the Event's setup, the Organizer will automatically enroll the Exhibitor in the group insurance policy to prevent a lapse in coverage. The premium amount specified in the initial offer will be invoiced to the Exhibitor at the same time as the balance of their participation fee. The Exhibitor agrees to pay the premium in accordance with the terms set forth in Article 5.3.

The Exhibitor will be exempt from the obligation to provide the Organizer with a valid insurance certificate 60 days before the start of the Event's setup (Articles 9.1 and 9.2).

10. ALLOCATION OF SPACES

The Organizer shall draw up the Event layout and allocate spaces, taking into account the Event's zoning and as applications are accepted. The Organizer shall use its best efforts to accommodate the wishes expressed by Exhibitors and the nature of the products on display. In this regard, given the constraints imposed by the placement of all Exhibitors, the Organizer reserves the right to modify, with the Exhibitor's consent, the space requested by the Exhibitor by up to twenty percent (20%) and to update the corresponding invoice accordingly, without the Exhibitor being entitled to request cancellation of its participation. The Organizer has sole discretion over the overall layout of the Event as well as the placement of booths on the Site.

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

Any complaints regarding the location assigned to the Exhibitor must be submitted in writing to the Organizer within seven (7) days of the plan being sent. To be considered by the Organizer, such complaints must be supported by a detailed statement precisely outlining the genuine and serious grounds for the complaints.

The expiration of the seven (7)-day period following the mailing of the layout specifications shall constitute the Exhibitor's acceptance of the assigned location.

Under no circumstances shall the Organizer be liable to the Exhibitor for any consequences (including, but not limited to, disruption of use or commercial loss) that may arise from the assigned location.

11. SUBLETTING / CO-EXHIBITION

The Exhibitor may not advertise, in any form whatsoever, on behalf of non-exhibiting companies. Furthermore, the Exhibitor is prohibited from transferring or subleasing all or part of the assigned space without first obtaining the Organizer's written approval by declaring its partners (co-exhibitors, represented companies).

If the Organizer accepts these parties, the Exhibitor must pay a separate registration fee for each company present on its booth. The Exhibitor agrees to provide the Contractual Documentation to them and guarantees that the companies present on its booth will comply with the Contractual Documentation. In particular, the Exhibitor is liable for any violation of these terms committed by the companies present on its booth. The Exhibitor further indemnifies the Organizer against any and all claims, disputes, liabilities, judgments, and miscellaneous expenses that may arise from the companies present at its booth in connection with their participation in the Event.

12. BOOTH

Information regarding the setup, layout, and dismantling of booths will be available in the Exhibitor Guide.

12.1 Use of the Booth – Compliance with Legal and Regulatory Provisions

Exhibitors are required to be familiar with and comply with all regulations in effect at the time of the Event, whether enacted by public authorities or by the Organizer, including the ban on smoking in areas designated for public use and regulations regarding Fire Safety and Occupational Health and Safety (OHS).

The Fire Safety and Occupational Health and Safety Regulations will be provided to Exhibitors in the Exhibitor Guide.

The Organizer will prohibit the operation of booths that do not comply with these regulations.

The Exhibitor agrees to comply with all legal and regulatory requirements applicable to its business and/or to the activities and services it intends to carry out as part of its participation. In this regard, the Exhibitor shall file all required declarations and shall be solely responsible for obtaining any necessary authorizations or permits (particularly in the event of the sale or complimentary distribution of beverages for on-site consumption) so that the Organizer is not held liable under any circumstances. Finally, the Exhibitor agrees not to cause any disturbance (noise, odors, etc.) to neighboring Exhibitors and not to interfere with the organization of the Event.

12.2 Exclusive Services at the Booth



In order to optimize the safety of people and property during the Event, any Exhibitor wishing to avail itself of certain security, cleaning, and handling services, agree to the Organizer's pre-selection and negotiation process and authorize the Organizer to enter into, in the Exhibitor's name and on the Exhibitor's behalf, the service contract(s), acknowledging that the Exhibitor reviewed the essential terms and conditions at the time of submitting the Application for Participation and is aware of the need to refer to the Exhibitor Guide.

The Organizer's mandate shall terminate upon the conclusion of the service contract(s) (cleaning, handling, and/or security).

The performance of the contract and any related matters will therefore be managed exclusively by the Exhibitor and the service provider, to whom the Exhibitor must pay the service fee directly, without the Organizer being liable for payment. Any claims must therefore be addressed to the service provider and handled directly by the latter, as the Organizer remains a third party to this contractual relationship. In any event, under this agreement, only the Exhibitor shall be liable to the service provider in question; the Exhibitor may under no circumstances hold the Organizer liable, except for the tasks entrusted as strictly defined above.

12.3 Damage

Unless otherwise specified, the space, booth, and equipment made available to the Exhibitor by the Organizer are deemed to be in good condition.

The rented space must be returned to the Organizer clean and free of all waste. The booths and equipment provided as part of the setup must be returned to the Organizer in good working condition. Any damage to the occupied space, the booth, the equipment provided, or the existing infrastructure, as noted upon the return of the booth, will be billed to the Exhibitor.

12.4 Occupancy of Booths

Exhibitors agree to occupy their booth no later than the day before the Event opens to the public. The booth must be occupied by the Exhibitor at all times during the Event's opening hours for visitors.

12.5 Badge Readers at Booths

Badge readers provided to Exhibitors, if applicable, allow visitors who wish to do so to scan their badges to identify themselves at the Exhibitor's booth, thereby enabling the Organizer to transmit the following personal data to the Partner: last name, first name, job title, email address, company name, and phone number.

Since this identification process is entirely at the discretion of the visitors, the Organizer assumes no liability regarding the volume of personal data transmitted to the Exhibitor.

It is the Exhibitor's responsibility to comply, in particular, with the rules governing the protection of personal data as well as those relating to commercial solicitation. Under no circumstances may the Organizer be held liable for the Exhibitor's use of such data, for which the Exhibitor is solely responsible.

Finally, the Exhibitor is informed that data collected

from badge readers will also be processed by the Organizer for statistical purposes and to analyze booth traffic and interaction with visitors.

13. PERMITTED PRODUCTS, BRANDS, AND SERVICES

The Exhibitor may only display on its booth the permitted products, brands, and services as listed in its Application for Participation.

The Exhibitor further declares and warrants that it is the owner of the intellectual property rights pertaining to the products or services displayed on its booth, or that it has been authorized by the owner of such rights to display these products, brands, or services on its booth.

The Exhibitor certifies that the products or services displayed comply with the safety standards required by applicable regulations and assumes full responsibility for any defects in said products or services, and the Organizer shall not be held liable.

14. VISIBILITY

The Exhibitor is solely responsible for the content of the information provided by it and intended to be disseminated by the Organizer, posted on the Event's Website, concerning the Exhibitor and, in particular, its products and/or services, characteristics, performance, prices, etc.

The Exhibitor warrants to the Organizer that such information is lawful, including compliance with applicable law regarding the description, the offer, the presentation, the instructions for use, the description of the scope and terms of warranty for any goods, products, or services presented online, and, more generally, compliance with advertising law and consumer protection laws.

Texts, logos, illustrations, photographs, and visuals, as well as products and trademarks, are published under the sole responsibility of the Exhibitor, who is solely liable for any reproduction rights.

The Exhibitor indemnifies the Organizer against any out-of-court or legal claims by a third party.

15. ILLEGAL SALE OF ADMISSION TICKETS

Any resale, transfer, offer to sell, or making available—whether for a fee or free of charge—of an admission ticket to the Event without the Organizer's prior written authorization is prohibited. The Organizer reserves the right to cancel the ticket in question, to deny the holder access to the Event without a refund, and to take any civil or criminal action when the facts constitute a violation under Ivorian law.

16. DEMONSTRATIONS AND ENTERTAINMENT

16.1 Demonstrations

Demonstrations within the Event may only take place for products requiring a specific technical explanation. Furthermore, such demonstrations are





subject to special, prior, and written authorization from the Organizer. Demonstrations on a raised platform relative to the originally planned floor level are prohibited. Demonstrations involving the use of a microphone, haranguing, or soliciting, in any form, are strictly prohibited. The total or partial closure of booths during the Event's public opening hours—and in particular during any demonstration—is prohibited, unless prior written authorization has been obtained from the Organizer.

16.2 Entertainment

Any attraction, show, or entertainment within the booth area must be authorized in advance by the Organizer. To this end, the Exhibitor must submit a detailed proposal (equipment and sound sources to be used, type of entertainment, etc.).

In all cases, the sound system's output level must not exceed thirty (30) decibels (dBA) when directed toward the interior of the booth and angled toward the floor. The sound volume must not exceed eighty-five (85) decibels (dBA).

Demonstrations and activities must not in any way cause a disturbance to neighboring Exhibitors, to traffic, or, more generally, to the smooth running of the Event; otherwise, the authorization granted may be revoked without notice.

17. ADVERTISING

Any illuminated or audible advertising must comply with the Event's decoration regulations and be subject to the Organizer's prior written approval. This approval remains subject to the condition that the advertising does not in any way interfere with neighboring exhibitors, traffic, or, more generally, the smooth running of the Event; otherwise, the approval may be revoked without notice.

The distribution of flyers, coupons, and other printed materials is strictly prohibited in the aisles and within the Event grounds unless expressly authorized by the Organizer. Flyers, coupons, and other printed materials may only be displayed within the Exhibitor's booth.

Any document provided to visitors at the booth—such as business cards, order forms, etc.—must bear the booth's name or the Exhibitor's company name as listed in its Application for Participation. Documents intended to divert Event visitors for the Exhibitor's own benefit are prohibited.

18. INFRINGEMENT

The Exhibitor is solely responsible for the intellectual and/or industrial property protection of the materials, products, services, and trademarks on display, in accordance with applicable laws and regulations; the Organizer is released from any liability in this regard, particularly in the event of a dispute with another Exhibitor or visitor.

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

Failing this, the Organizer reserves the right to refuse

admission to the Exhibitor or to apply the penalties provided for herein, without the Exhibitor being entitled to claim any compensation.

19. PRICE DISPLAY

Product prices must be displayed in French and include all taxes, in accordance with applicable law, and must be clearly visible to ensure the public is properly informed. Any announcement of a price reduction (discount, rebate, or markdown) made via labeling, marking, or signage must comply with the applicable legal and regulatory requirements regarding price advertising to consumers and may only be displayed on small signs placed inside the booths. The maximum size of these signs is set at 30 cm x 20 cm.

20. BURIDA DECLARATION

Any Exhibitor wishing to play music at their booth must first notify the Organizer in writing. It is further specified that the Exhibitor is solely responsible for complying with intellectual property rights relating to the playing of music. Consequently, the Exhibitor must file the declaration regarding the playing of music at their booth with BURIDA and must ensure payment thereof.

The Exhibitor indemnifies the Organizer against any claims and/or complaints from any third party arising from the Exhibitor's failure to fulfill its obligations.

21. PHOTOGRAPHY / TRADEMARKS / CONTENT

The Exhibitor expressly authorizes the Organizer, **free of charge**:

- to take, if it so wishes, photographs and/or videos depicting the Exhibitor and its team members, as well as the products on display at its booth;
- to freely use these images in any medium, particularly for advertising purposes (including the Internet), both in Côte d'Ivoire and abroad, for a period of five (5) years from the date of the Exhibitor's Application for Participation;
- to cite and reproduce, free of charge, the Organizer's trademark or corporate name as a commercial reference for the purposes of its communications, in any medium (including the Internet), both in France and abroad, for a period of five (5) years from the date of the Organizer's Application for Participation;
- where applicable, to present, distribute, reproduce, adapt, record, publish, translate, use, and exploit, free of charge, the content presented by the Exhibitor during the Event—which the Exhibitor certifies is its own work or for which it has obtained all necessary authorizations from the author—as well as the Exhibitor's presentations, for the purposes of its communications, on any medium (including the Internet), both in



France and abroad, for a period of five (5) years from the date of the Exhibitor's Application for Participation.

Any Exhibitor who does not wish for all or part of its booth, any elements displayed therein (logo, brand, design, etc.), or certain members of its team to appear in the videos and/or photographs and/or online content used to promote the Event must notify the Organizer in writing in advance of the Event's opening.

Furthermore, any Exhibitor wishing to take photographs or video footage of the Event must notify the Organizer in writing in advance. In this regard, the Exhibitor shall be solely responsible for obtaining the necessary authorizations for any photography or video recording conducted during the Event and shall be solely liable for respecting the image rights of each Exhibitor, visitor, or other participant in the Event.

22. CATALOG

Only the Organizer has the right to publish, or have published, and distribute the Event catalog. The information necessary for compiling the catalog shall be provided by the Exhibitors under their own responsibility. The Organizer shall in no event be liable for any omissions, reproduction errors, typesetting errors, or other errors that may occur due to the Exhibitor.

23. PRACTICAL INFORMATION

All information regarding the details of the Exhibitor's participation in the Event is available in the Exhibitor Area on the Event's website.

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

24.1 Definition of Force Majeure

A force majeure event is any event beyond the control of the parties, unforeseeable at the time this contract was entered into, and irresistible in its occurrence, rendering it impossible for a party to perform all or part of its obligations, in accordance with the principles set forth in Article 1148 of the Ivorian Civil Code and case law.

The following, among others, may constitute cases of force majeure, though this list is not exhaustive:

- fires, explosions, floods, storms, lightning, and other natural disasters;
- wars, armed conflicts, riots, insurrections, acts of terrorism, or serious threats of terrorism;
- general or sector-specific strikes preventing the organization of the Event;
- epidemics, pandemics, public health crises, or any measures taken by public authorities in response thereto;
- any decision by an administrative or judicial authority prohibiting or suspending the holding of the Event or the closure of the

Site;

- any requisition or decision by a public authority that is binding on the Organizer;
- any major failure of essential infrastructure (electricity, water, telecommunications) or any other event constituting a force majeure event.

24.2 Consequences for the Event

In the event of Force Majeure preventing the Event from taking place under the originally planned conditions, the Organizer shall be authorized to cancel the Event, change its date or duration, and/or change the Venue; decide to extend or close the Event early; or adapt the Event to the circumstances, without the Exhibitors being entitled to claim any compensation.

In the event of cancellation of the Event due to Force Majeure, the amounts collected by the Organizer will be refunded to the Exhibitor, after deducting a portion of the costs and expenses incurred by the Organizer in connection with holding the Event (including, in particular, administrative fees, organizational costs, promotional expenses, and costs related to the smooth running of the Event). The amount refunded to each Exhibitor is calculated on a pro rata basis based on the fee owed by each Exhibitor for participation in the Event.

In the event that the Event is postponed to a later date and/or held at a different venue, in the event of a change in the duration and/or the opening and closing times of the Event, or in the event that the Event is modified due to Force Majeure, the amount of the deposit or participation fees paid by the Exhibitor shall be retained by the Organizer for the Exhibitor's participation in the rescheduled Event, and the Exhibitor remains obligated to pay all installments due for participation in the rescheduled Event in accordance with the payment terms as modified mutatis mutandis. Under no circumstances may the Exhibitor cancel its participation or claim a refund of the amounts paid or any compensation whatsoever.

25. FORCE MAJEURE

In the event of unforeseeable changes in circumstances at the time the contract is entered into that make its performance excessively burdensome for the Organizer, the Organizer reserves the right to cancel the Event or to modify, prior to the Event taking place, the date, the Venue, the duration of the Event, as well as the opening and closing times of the Venue hosting the Event.

Such changes shall not substantially alter the format of the Event and must be notified to the Exhibitor with reasonable advance notice.

In the event of cancellation of the Event under the terms of this article, the amounts collected by the Organizer will be refunded to the Exhibitors, and the Exhibitors shall not be entitled to claim any compensation in this regard.



In the event of a modification to the Event or to the conditions governing its organization as provided for in this article, the amount of the deposit or participation fees paid by the Exhibitor will be retained by the Organizer for the Exhibitor's participation in the Event as modified, and the Exhibitor remains obligated to pay all installments due for participation in the modified Event in accordance with the payment terms, as modified mutatis mutandis. Under no circumstances may the Exhibitor cancel its participation, demand a partial or full refund of the participation fee, or claim any compensation.

26. PERSONAL DATA

The Organizer, in its capacity as data controller, processes the Exhibitor's personal data in connection with the management of the Exhibitor's Application to Participate in the Event and its business relations with the Organizer, in accordance with these General Terms and Conditions of Participation. This information and the Exhibitor's personal data are also processed for security purposes to comply with the Organizer's legal and regulatory obligations, as well as to enable the Organizer to improve and personalize its services. Depending on the Exhibitor's selections in connection with its Application to Participate, the Exhibitor may also receive, through any channel, commercial offers and news related to the Organizer's business and services. Where applicable, the Exhibitor's data may be processed—based on consent that the Exhibitor may withdraw at any time—to send the Exhibitor, through any channel, commercial offers and news regarding other events organized by the Organizer and/or its partners.

Only the Organizer's internal teams and service providers involved in the organization and management of the Event—and authorized by the Organizer—have access to the Exhibitor's personal data. Where applicable, such data may also be disclosed to third parties in accordance with the Exhibitor's expressed choice (partners and/or entities of the Organizer).

The personal data that must be provided is indicated as such in the Application for Participation and is necessary for the conclusion and performance of the contract between the Exhibitor and the Organizer. Without this data, the Organizer will not be able to process the Exhibitor's requests.

In accordance with applicable regulations, the Exhibitor has the right to access, rectify, and object to the processing of their data, as well as the right to erasure, restriction of processing, and data portability. The Exhibitor may exercise these rights at any time by writing to EQUIP'AUTO SAS, 43 route de Vaugirard, 92190 Meudon, or by emailing privacy@equipauto.com. Finally, the Exhibitor has the right to file a complaint with the French Data Protection Authority (CNIL).

The Exhibitor's personal data is retained for the duration of its business relationship with the

Organizer and thereafter for a period ending at the close of the third (3rd) edition of the Event following the Exhibitor's most recent expression of interest.

The data necessary to establish proof of said relationship, the data necessary for the performance of these General Terms and Conditions, and the data necessary for the Organizer to comply with the legal and regulatory obligations to which it is subject are archived in accordance with applicable provisions.

27. RIGHT OF SUBSTITUTION

In connection with the performance of this contract and at any time, the Organizer may:

- substitute any company belonging to the same group of companies as the Organizer, as defined by the provisions of the OHADA Uniform Act on the Law of Commercial Companies and Economic Interest Groups, in particular those relating to control and equity relationships between companies;
- assign or transfer, in whole or in part, the rights and obligations arising from these General Terms and Conditions to any natural or legal person, in particular in the event of a sale, contribution, merger, demerger, universal transfer of assets, or transfer of the business related to the Event.

In the event of a substitution or transfer, the Exhibitor agrees to continue performing this contract with the new organizer, who shall automatically be substituted for the Organizer in all of its rights and obligations, provided that such substitution or transfer does not diminish the Exhibitor's rights under this contract.

28. COMPLIANCE

The Exhibitor must 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-corruption requirements), as well as its internal obligations and business practices, the latter of which must be provided to the Organizer. The Exhibitor must obtain all necessary permits or licenses for these operations. The Exhibitor shall not take any action in violation of any applicable legal or regulatory provision that could result in liability for the Organizer. The Exhibitor agrees to comply with the internal policies established by the Organizer, as published by the Organizer, as well as any requirements arising therefrom.

29. CLAIMS AND DISPUTES – GOVERNING LAW – JURISDICTION

Any claim must be submitted by certified mail with return receipt requested within ten (10) days following the conclusion of the Event.

The Parties shall endeavor to settle amicably and as quickly as possible any dispute that may arise between them regarding the conclusion, interpretation, performance, or termination of the



contract and these General Terms and Conditions. If, at the end of a period of ninety (90) calendar days following the date of receipt of the registered letter with acknowledgment of receipt notifying the dispute, the Organizer and the Exhibitor have not reached an agreement, the dispute shall then fall under the exclusive jurisdiction of the Commercial Court of Abidjan.

Participation in the Event, as well as all acts related to such participation, shall be governed by the laws of Côte d'Ivoire.

30. FORBEARANCE

Any forbearance on the part of the Organizer regarding the Exhibitor's failure to perform or improper performance of any provision of the Contractual Documentation shall in no event—regardless of its duration or frequency—give rise to any right on the part of the Exhibitor, nor shall it in any way alter the nature, scope, or conditions of performance of the Exhibitor's obligations.

31. INVALIDITY

If one or more provisions of the General Terms and Conditions are deemed invalid or declared as such pursuant to a law, regulation, or as a result of a final judicial decision, the remaining provisions shall remain in full force and effect.

32. SANCTIONS

In the event of a breach of the Contractual Documentation, the Organizer may, after issuing a formal notice—where applicable, in the presence of a judicial officer—which has remained unheeded, proceed as of right to the immediate closure of the booth and prohibit the Exhibitor from entering it, without the Exhibitor being entitled to claim any financial or material compensation from the Organizer.

The costs incurred as a result of the Organizer's intervention (fees for the judicial officer and costs related to the closure) shall be borne by the Exhibitor.

In any event, once a violation has been established, the Organizer shall be entitled to terminate the contract without prejudice to any damages that may be claimed from the Exhibitor and shall be released from any obligations toward the Exhibitor.

As a further consequence of the foregoing, the Organizer shall be entitled to refuse the Exhibitor admission to any event organized by companies within its group for a period of three (3) years.