



## GENERAL TERMS AND CONDITIONS OF PARTICIPATION

### 1. DEFINITIONS

- **General Terms and Conditions** refers to these general terms and conditions of participation. They set out the terms and conditions for the Exhibitor's participation in the Event.
- **Application for Participation** refers to the application submitted by the applicant to the Organizer with a view of participating in the Event.
- **Contractual Documentation** refers to the General Terms and Conditions and the practical information in the Exhibitor Area of the Event Website.
- **Exhibitor Area** refers to the area accessible only to the Exhibitor on the Event Website.
- **Event** refers to 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"** refers to any legal entity or individual acting for purposes related to their commercial, industrial, craft, professional, or agricultural activities, whose Application to Participate in the Event has been accepted by the Organizer.
- **Organizer** refers to the company EQUIP'AUTO SAS, a simplified joint-stock company with a capital of €6,230,200.00, whose registered office is located at 43 route de Vaugirard - 92190 MEUDON, registered with the NANTERRE Trade and Companies Register under No. 450 593 314, represented by its legal representative, Mr. Claude CHAM, President, and, The company **AUTOSP BÉNIN** with a capital of 1,000,000 CFA, registered in Benin under No. RB/COT/25 B 40051 - IFU 3202588313279, with its registered office at Dagbédji Siké, 7th District, Cotonou, Littoral - Benin, represented by its legal representative, Mr. Luc AZILINON, in his capacity as President
- **Venue** refers to the Abidjan Exhibition Center.
- **Event Website** refers to the website accessible from 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 a Participation Application 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.

All Applications for Participation are subject to preliminary review by the Organizer, who reserves

the right to assess and verify, in particular, at its sole discretion and without this list being exhaustive or binding:

- 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 the 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 in litigation with the Organizer or a company within its group will be rejected.

The Organizer's decision (acceptance or rejection of 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 whose content consists of the Exhibitor's Application to Participate as accepted by the Organizer and the Contractual Documentation.**

Consequently, upon acceptance of the Application for Participation:

- The Organizer undertakes to make available to the Exhibitor, at the Exhibitor's expense, a booth corresponding to the specifications indicated by the Exhibitor in its Application for Participation and to provide the Exhibitor with the additional services indicated in said application, without prejudice to the application of the provisions of Article 10 below,
- The Exhibitor agrees to pay the amounts indicated in its Application for Participation and to comply with all the provisions of the Contractual Documentation.
- The Exhibitor may not modify its participation (including changes to the stand area) without the Organizer's express consent.
- The Exhibitor may not withdraw or cancel its participation for any reason whatsoever (including in the event of a disagreement regarding the allocation of a space) except in the limited cases listed below. If, despite this prohibition, the Exhibitor cancels its participation, it shall be liable for the cancellation fee referred to in clause 8.1 of the General Terms and Conditions.



- The Exhibitor may cancel its participation only in the limited cases set forth in Articles 3.2 and 4.2 below.

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

In the event of rejection of the Application for Participation, the Organizer undertakes, 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 layouts.

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.

Any 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, and they shall not be entitled to claim any compensation in connection with such changes or to cancel their participation.

Other amendments to the General Terms and Conditions shall be notified in writing to the Exhibitors and shall be effective 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 the notification. The Exhibitor must send the 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

The Organizer sets 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 layout and arrangements of the Event, the entertainment schedule, and the registration deadline.

All Event terms and conditions are presented on the Event Website and are accepted by the Exhibitor upon submission of their Participation Application.

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 referred to in Articles 25 and 26

The Organizer may modify the Event terms and conditions (Event duration, Site opening and closing times, etc.), without such modification entitling the Exhibitor to cancel their 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 referred to 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 hosting 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 amounts 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 further compensation.

#### 4.3 Cancellation of the Event

In the event of cancellation of the Event other than in the cases referred to 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 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 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 launch 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 registration of the Participation Request on the Event Website;
- The balance by September 1<sup>st</sup> 2026.

Invoices issued by the Organizer are paid in full by the Exhibitor upon receipt. They are paid 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 prior to the opening of the Event will be invoiced in full on the date of registration. The invoice is payable in full.

Any order for stand construction or additional services placed after the Exhibitor's registration is payable in full upon ordering.

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

Stands will be made available to Exhibitors on the day of the Event only after full payment of all invoices (registrations, additional services, etc.).

### 5.4 Late Payment

Any amount due and unpaid by the due date indicated on the invoices shall automatically incur late payment interest at a rate equal to three (3) times the statutory interest rate, 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

referred to in Article 5.3 "Payment Terms," a fixed indemnity of forty (40) euros for collection costs will be charged by the Organizer in addition to the late payment penalties mentioned above (Art. L441-1, L 441-10, and D 441-5 of the Commercial Code). It is specified that this fixed compensation does not preclude reimbursement of any other costs that may be incurred by the Organizer for the purpose of collecting its invoices.

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

The Event Website is protected by a security system. The Organizer has adopted the SSL encryption process from ATOS, 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 location of the Event in Côte d'Ivoire, the Exhibitor's participation is subject to local VAT, at a rate of 18%. This rate applies to all companies operating within Ivorian territory.

## 8. TERMINATION CLAUSE – CANCELLATION CLAUSE

**8.1** If the Exhibitor fails to pay any amount owed by him on 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 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 from such cancellation within seven (7) days and to confirm its participation.

The seven (7)-day period mentioned 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 need for the Organizer to seek a court order, and the Organizer shall immediately regain full control 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, if any, shall



become immediately due and payable.

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

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

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 undertakes to take out, no later than sixty (60) days prior to the scheduled date of the Event's setup, with insurance companies authorized to conduct insurance operations in Côte d'Ivoire, insurance policies covering its civil 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 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 teardown periods).

This insurance policy must cover the Exhibitor for a minimum of 20,000,000 CFA francs for all types of damage per claim.

The Exhibitor agrees to provide the Organizer, 60 days prior to the start of the Event setup, 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 on its booth during the Event against all risks, including fire, theft, explosion, collapse, or water damage.

The Exhibitor agrees to purchase a rental liability insurance policy to cover the financial consequences of civil liability that may arise from any property damage to the Site hosting the Event and any consequential or non-consequential non-property damage caused to the Site manager or its owner in connection with the use of the Site. The Exhibitor must provide proof of having taken out a rental liability insurance policy by submitting to the Organizer, no later than sixty (60) days before the start of the Event setup, the duly signed "insurance certificate" form bearing the insurer's stamp and stating coverage provided for a minimum amount per claim of 20,000,000 CFA francs.

### 9.3. Waiver of Recourse

#### a) Against the Site management company and/or the Site owner:

Except in cases of willful misconduct by 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 its 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 claim against the Site management company 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 being required to insure against such 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 shutdown or interruption, even prolonged, for a cause beyond the control of the Site management company and/or the Site owner, in the utility services, including in the automatic fire sprinkler systems, heating, or air conditioning systems, or any of the Site's common equipment,
- in the event of contamination of the heating, water, and air conditioning systems for reasons beyond the control of the Site



management company and/or the Site owner,

- in the event of security measures taken by the Site management company and/or the Site owner and/or by 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 agrees to waive 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 employees, and for any business interruption and/or additional costs 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 join a group insurance plan 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 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 shall be released from the obligation to provide the Organizer with a valid insurance certificate 60 days prior to the start of the Event setup (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 setup, the Organizer will automatically provide the Exhibitor with group insurance to avoid a lapse in coverage. The premium amount specified in the initial offer will be billed 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 shall be released from the obligation to provide the Organizer with a valid insurance certificate 60 days prior to the start of the Event 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 received. 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 their participation. The Organizer has sole discretion over the general 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 report precisely outlining the genuine and serious grounds for the complaints.

The expiration of the seven (7)-day period following the dispatch 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, loss of use or commercial damage) that may arise from the location assigned to the Exhibitor.

### **11. SUBLETTING / CO-EXHIBITION**

The Exhibitor may not advertise, in any form whatsoever, for 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 such partners, the Exhibitor must pay a separate registration fee for each company present on its booth. The Exhibitor agrees to provide them with the Contractual Documentation and guarantees that the companies present on its booth will comply with the Contractual Documentation. In particular, the Exhibitor is liable for any breach of these terms committed by the companies present on its booth. The Exhibitor further indemnifies and holds the Organizer harmless against any claims, disputes, charges, judgments, and miscellaneous expenses that may arise from the companies present on its booth in connection with their participation in the Event.



## 12. BOOTH

Information regarding the installation, 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 prohibition on smoking in areas designated for public use and regulations regarding Fire Safety and Health and Safety (H&S). The Fire Safety and 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 provide as part of its participation. In this regard, the Exhibitor shall file all required declarations and shall personally ensure the obtaining of 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 in no way held liable.

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 persons and property during the Event, the Exhibitor who wishes to avail itself of certain security, cleaning, and handling services, agree to the pre-selection and negotiation carried out by the Organizer, authorizing the Organizer to enter into, in the Exhibitor's name and on the Exhibitor's behalf, the service contract(s), acknowledging that the Exhibitor has reviewed the essential terms during 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 (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 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 mandate, only the Exhibitor shall be liable to the service provider in question, and the Exhibitor may under no circumstances hold the Organizer liable, except for the tasks entrusted as strictly defined above.

### 12.3 Damage

Unless otherwise stated, 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 provided equipment, or the existing infrastructure, noted upon the return of the booth, will be billed to the Exhibitor.

### 12.4 Occupancy of Stands

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 to visitors.

### 12.5 Badge readers at the 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 responsibility for the volume of personal data transmitted to the Exhibitor.

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

Finally, the Exhibitor is informed that data 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, without the Organizer being 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 Website, concerning the Exhibitor and specifically regarding the products and/or services, characteristics, performance, prices, etc.

The Exhibitor warrants to the Organizer the lawfulness of said information, in particular 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 regulations.

Texts, logos, illustrations, photographs, and visuals, as well as products and brands, 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 action brought by a third party.

## 15. ILLEGAL SALE OF TICKETS

The act of offering, putting up for sale, or displaying for sale or transfer, or providing the means for the sale or transfer of admission tickets to the Event (entry tickets, invitations, badges, passes, etc.), on a regular basis and without the Organizer's authorization, in a public place, on private property, or on the Internet, constitutes a criminal offense punishable by arrest by law enforcement authorities and a fine of fifteen thousand (15,000.00) euros. This penalty is increased to a fine of thirty thousand (30,000.00) euros in the event of a repeat offense (Article 313-6-2 of the Penal Code).

## 16. INVITATION CARDS

Invitation cards may not be reproduced or resold, under penalty of prosecution and the sanctions set forth in Article 313-6-2 of the Penal Code.

As such, the Organizer reserves the right to invalidate any invitation cards whose fraudulent use (resale, reproduction, theft, etc.) has been brought to its attention.

## 17. DEMONSTRATIONS AND ACTIVITIES

### 17.1 Demonstrations

Demonstrations within the Event may only take place for products requiring a specific technical explanation. Furthermore, these 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 whatever 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.

### 17.2 Entertainment

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

In all cases, the power of the speakers may not exceed thirty (30) decibels (dBA) when directed toward the interior of the booth and angled toward the floor. The sound volume may 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.

## 18. ADVERTISING

Any illuminated or sound-based 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 cause a nuisance to 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 venue unless expressly authorized by the Organizer. Only flyers, coupons, and other printed materials placed within the Exhibitor's booth are permitted.

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 their Application for Participation. Documents intended to divert Event visitors for personal gain are prohibited.

## 19. 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, and 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 any compensation.

## 20. 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 legal and regulatory requirements in force 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.

## 21. SACEM DECLARATION

Any Exhibitor wishing to play music at their booth

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 a declaration regarding the playing of music at their booth with BURIDA and must ensure payment is made.

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.

## 22. 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 displayed on its booth;
- to freely use these images in any medium, including advertising (such as the Internet), both in France and abroad, for a period of five (5) years from the date of the Participation Request;
- to cite and reproduce, free of charge, its trademark or corporate name as a commercial reference for the purposes of its communications, on all media (including the Internet), both in France and abroad, for a period of five (5) years from the date of its Application for Participation;
- 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, which the Exhibitor certifies as being 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 all media (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 their booth or any of the elements displayed therein (logo, brand, model, etc.) or certain members of their team to appear in the films 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 videos 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 videography conducted during the Event and shall be solely liable for respecting the image rights of each Exhibitor, visitor, or other participant in the Event.

## 23. CATALOG

Only the Organizer has the right to publish, or have published, and distribute the Event catalog. The information necessary for the preparation of 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.

## 24. PRACTICAL INFORMATION

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

## 25. CANCELLATION OR POSTPONEMENT OF THE EVENT DUE TO FORCE MAJEURE

### 25.1 Definition of Force Majeure

The following are considered cases of Force Majeure:

- Any event qualifying as Force Majeure within the meaning of Article 1218 of the Civil Code;
- Any event or situation, whether or not it meets the conditions of Force Majeure as defined in Article 1218 of the Civil Code, that makes it impossible to operate the Site and/or hold the Event or entails risks of disturbances or disorder likely to seriously affect the organization and smooth running of the Event or the safety of property and persons (provided that it is not due to the Organizer's fault or negligence), such as:
  - o fires, explosions, floods, storms, lightning, natural disasters;
  - o riots, strikes, wars, acts of terrorism, or a proven threat of terrorism;
  - o proven risk to the safety of persons and/or property;



- epidemics and/or public health emergencies and/or public health crises or proven public health risks;
- damage to technical equipment rendering the operation of the Site impossible or compromising the smooth running of the Event;
- supply issues regarding consumables;
- a decision by an administrative authority to close the Site and/or prohibit the holding of the Event;
- requisition or decision by a third party binding on the Organizer.

### 25.2 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, change the date, duration of the Event, and/or the Site, 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 received by the Organizer will be refunded to the Exhibitor, after deduction of a portion of the costs and expenses incurred by the Organizer in holding the Event (including, in particular, administrative fees, organization, promotion, and 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 their participation in the Event.

In the event that the Event is postponed to a later date and/or to a different Venue, in the event of a change in the duration and/or the opening and closing arrangements of the Event, or in the event of an adjustment to the Event 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 amounts 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.

### 26. FORCE MAJEURE

In the event of unforeseeable changes in circumstances at the time of the contract's conclusion that render its performance excessively burdensome for the Organizer, the Organizer reserves the right to cancel the Event or to modify, prior to the Event's commencement, 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 received by the Organizer shall be refunded to the Exhibitors, without the Exhibitors being entitled to claim any compensation in this regard.

In the event of a modification to the Event or the conditions for organizing the Event as provided for in this article, 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 Event as modified, and the Exhibitor remains obligated to pay all amounts 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.

Article 1195 of the Civil Code, regarding unforeseeable changes in circumstances, does not apply to these General Terms and Conditions or to any contract entered into between the Organizer and the Exhibitor based on the General Terms and Conditions. The Organizer and the Exhibitor declare that the Contractual Documentation contains the provisions they have deemed sufficient and necessary to manage such changes, including the provisions of this Article 26, and that, for the remainder, they agree to assume the risk of changes as contemplated in Article 1195 of the Civil Code. Each party expressly waives the provisions of Article 1195 of the Civil Code, and all rights it might have enjoyed under that article.

### 27. 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 relationship 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 choices in connection with their 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 may be withdrawn at any time, to send the Exhibitor, via 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, whom the Organizer has authorized, have access to personal data concerning the Exhibitor. 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).

Personal data that must be provided is indicated as such in the Application Form 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 of access, the right to rectification, the right to object to the processing of their data, the right to erasure and to restriction of processing, as well as the right to 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](mailto: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 their business relationship with the Organizer and thereafter for a period expiring at the end of the third (3rd) edition of the Event following the Exhibitor's last expression of interest.

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

### 28. RIGHT OF SUBSTITUTION

In the context of the performance of the contract and at any time, the Organizer may freely:

- substitute any company within the group to which it belongs, understood as any entity controlling, controlled by, or under the same control as the Organizer (within the meaning of Article L.233-3 of the Commercial Code), or
- assign or transfer, in any manner whatsoever and to any person whatsoever, the rights and obligations arising from these General Terms and Conditions, particularly in the event of the sale or lease-management of the Event's business.

In the event of such a substitution or transfer, the Exhibitor agrees to continue to perform these Terms and Conditions with the new Event Organizer.

### 29. 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 regarding 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 the Organizer's liability. The Exhibitor agrees to comply with the internal policies established by the Organizer, published by the Organizer, as well as any requirements arising therefrom.

### 30. CLAIMS AND DISPUTES – GOVERNING LAW – JURISDICTION

Any claim must be made by registered letter with return receipt 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 courts of Nanterre.

Participation in the Event, as well as all acts taken in connection with such participation, shall be governed by French law.

### 31. 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 for the Exhibitor, nor shall it in any way modify the nature, scope, or conditions of performance of the Exhibitor's obligations.

### 32. 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 following a final judicial decision, the remaining provisions shall remain in full force and effect.

### 33. SANCTIONS

In the event of a breach of the Contractual Documentation, the Organizer may, after formal notice—if necessary served in the presence of a bailiff—and if such notice remains 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 by the Organizer's intervention (bailiff's fees 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.