



SPORT ACHAT HIVER

General rules and regulations governing fairs and shows in France

Chapter 1 // General Provisions

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

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

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

- before the exhibition, the dates and place envisaged, on giving reasonable notice;
- before and during the exhibition, the general and specific layout and fittings, the opening times and the schedule for the activities, without having to inform the exhibitor.

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

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

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

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

The following situations constitute cases of force majeure that justify the cancellation or postponement of the exhibition, at any time: any new, health, climatic, economic, political or social situation such as fire, floods, disaster, accidents, unforeseeable accidents, strikes at the local or national level, riots, terrorist threats, or the risk of unsafe conditions at local, national or international level, that was not reasonably foreseeable at the time when the exhibitors were informed of the exhibition, that is beyond the control of the organizer, that makes it impossible to hold the exhibition or which carries risks of disturbances or unrest that might have a serious impact on the organization and smooth running of the exhibition or the security of property and persons.

Specific information

Due to the epidemic of Covid-19 and any possible mutation of it, we draw your attention to the fact that the Organizer may have to cancel the holding of the Show or to postpone it to another date for respond to the recommendations of health and government organizations. In such a case, the Organizer will notify the Exhibitor of its decision to cancel or postpone without delay. In case of cancellation, there will be no damages and the sums collected by the Organizer will be returned to the Exhibitor after deducting the operating expenses; what the Exhibitor expressly accepts and recognizes. . If the show is postponed to a later date, the contractual conditions will be maintained for the new dates, without possibility of withdrawal for the Exhibitor as an exception of article 1§5 of the General Terms; which the Exhibitor expressly accepts and recognizes.

Chapter 2 // Applications To Participate And Decisions Regarding Admission

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

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

- constitutes acceptance of all the instructions including any that become necessary as a result of new or special circumstances;
- constitutes an undertaking to comply with all the statutory and regulatory instructions in force;
- constitutes a firm and irrevocable undertaking to pay the whole price of the service and related costs, unless the organizer refuses the application.

02.03 Acceptance of applications - The organizer, or the selection committee that it has set up, will process the applications and rule on admissions.

The organizer will have sole discretion with respect to the definition and organization of the products and/or services offered at its exhibition. It reserves the right to reject, provisionally or permanently, any application that does not comply with the required conditions, either with respect to the stipulations mentioned on the application form, or with respect to those contained in the general rules and regulations governing exhibitions, the special rules and regulations or the nomenclature of the exhibition, or else in the light of public policy and the laws and regulations in force.

The organizer's reply to the exhibitor will constitute acceptance of the application.

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

02.05 Notification by the exhibitor of new information that would justify the reconsideration of its application - The exhibitor must inform the organizer of any information or event that occurs or

comes to light after its application has been made, that would justify the reconsideration of its application.

02.06 Cancellation by the organizer of its decision to accept an application when it was accepted on the basis of erroneous or inaccurate information or information that has become inaccurate -

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

02.07 Withdrawal by the exhibitor - In the event of the withdrawal, for any reason whatsoever, of an exhibitor whose application has been accepted, the balance of the price that has not yet been paid will still be due to the organizer.. In the event of cancellation before the opening of the exhibition, the exhibitor must pay :

- 50% of the total amount due on the invoice if cancellation more than 31 days before the exhibition opens.
- 100% of the total amount due on the invoice if you cancel within 31 days of the show opening

02.08 Participation in collective stand - Unless otherwise approved by the organizer specifically requested from them, groups can exhibit on collective stands only if each company member of the group was individually recognized and has committed to pay registration fees.

Chapter 3 // Price of the Service Provided for the Exhibitor

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

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

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

03.04 Terms of payment - Payment for the service must be made on the dates and in accordance with the terms stipulated by the organizer. Reimbursements for registration fees for the Trends Forum are possible if two conditions are met: first, your product is not selected for the Trends Forum space; and second, your request for reimbursement must be made no later than four months after the event concerned.

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

Late payment will also lead to the application of late payment interest, calculated as stipulated in article L.441-6 (12) of the French Commercial Code (*Code de commerce*). Any exhibitor that fails to

make payment on a due date will also be automatically liable to pay flat rate compensation of €40 to cover the costs of recovery ([Decree no. 2012-1115 of 2 October 2012](#)).

Chapter 4 // Allocation of Places

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

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

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

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

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

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

04.05 Modification location - The organizer reserves the rights to modify, whenever he deems it advisable in the interest of the event, the layout of the stand size.

Chapter 5 // Build Up, Fit Out and Conformity of the Stands

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

05.02 UNIMEV Plan - During the buildup period, the exhibitor is required to comply with the "Professional Charter to organize the health and safety of employees in a position of co-activity during the assembly and disassembly of trade events" (Professional plan for the health and safety of employees involved in joint activities during the buildup and tear down periods for exhibitions) which was adopted by UNIMEV at its General Meeting on 2 July 2010 and which is available at <http://www.unimev.fr/>.

Professional Charter to organize the health and safety of employees in a position of co-activity during the assembly and disassembly of trade events

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

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

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

05.06 Respect for site integrity and safety - The fitting out of the stands must not, in any event, damage or change the permanent installations at the exhibition venue, and must not detract from the convenience or the safety of the other exhibitors and visitors. The exhibitor will be liable for all damage it causes. To this end, the exhibitor must take out an insurance policy to cover damage caused.

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

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

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

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

Chapter 6 - Occupation and Use of the Stands

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

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

The organizer will be free to dispose of the exhibition space in question, without the absent exhibitor being able to claim any refund or compensation, and to remove any visual relating to its products or services.

The sums paid or remaining due on account of the service will become the property of the organizer, which will pursue payment of same, even if another exhibitor takes over the space.

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

06.04 Presented products or services - Unless it has the organizer's prior, written consent, the exhibitor may only present materials, products or services that are listed on the application form and that comply with the nomenclature of products or services prepared by the organizer.

Unless there is an express stipulation to the contrary, second hand materials or products may not be presented or offered.

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

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

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

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

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

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

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

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

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

Chapter 7 // Access to the Exhibition

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

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

- the protected interests of consumers or business ethics;
- the security, peace or image of the exhibition;
- the integrity of the site.

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

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

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

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

Chapter 8 // Contact and Communication with the Public

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

08.10 Fair information for the public - The exhibitors must make sure that they provide the public with fair, objective and comprehensive information about the qualities, prices, and sales conditions of their products or services, and the related warranties, in compliance with the rules and

regulations. They must not use any advertising or carry out any action whatsoever that could mislead or constitute unfair competition.

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

- by means of a sign at their stand: exhibitors must display the following sentence: *“Consumer customers will not be entitled to a cooling-off period in connection with any purchase made at [this exhibition] or [this show] or [this stand]”* (Ministerial Decree of 12 December 2014), in a manner that is visible for their consumer customers, on a notice board of at least A3 size and in print of at least font size 90;
- by means of a box in their contract offers: contract offers concluded by the exhibitors with their consumer customers must include the following sentence: *“Consumer customers will not be entitled to a cooling-off period Salon International de la Lingerie 2019 in connection with any purchase made at a fair or show”* (Ministerial Decree of 12 December 2014), in a box that is clear to see in the heading of the document, in print of at least font size 12.

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

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

- without any limit as to the amount, at fairs and shows known as “general public [events]”, which are open to the general public, for a fee or free of charge (definition in [article R.762-4 of the French Commercial Code](#));
- up to a maximum amount of 80 euros when the goods are solely for the buyer's personal use ([article D 762-13 of the French Commercial Code](#)) at shows known as “professional [events]” which are not open to the general public, whether for a fee or free of charge (definition in [article L. 762-2 of the French Commercial Code](#)).

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

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

Chapter 9 // Intellectual Property and Operating or Marketing Rights

09.01 Intellectual property relating to the presented products and services - The exhibitor will assume responsibility for the intellectual property and operating or exploitation rights (patents, trademarks, models, etc.) relating to the products and services that it exhibits. The said measures

must be taken before the products or services are presented at the exhibition. The organizer will not incur liability in this regard, particularly in the event of a dispute with another exhibitor or visitor.

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

General recommendation against counterfeiting

Actions for infringement against rival exhibitors - In accordance with the «General recommendation against counterfeiting

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

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

09.04 Photography and filming at the exhibition venue - Unless the organizer gives written permission, photographs may not be taken and films may not be shot at the exhibition venue, other than specific images or films of the exhibitor's stand. Accreditation constitutes written authorization to take photographs or shoot films, provided third parties' image rights are respected. Salon International de la Lingerie 2019

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

Chapter 10 // Insurance

10.01 Exhibitor's obligation to take out insurance - In addition to the insurance covering the items on display and more generally all movable or other items in its possession, the exhibitor is required to take out at its own expense, either with its own insurer or with the insurer approved by the organizer, all insurance to cover the risks incurred by itself and by its staff, or that they cause third parties to incur. It will provide evidence of its insurance coverage, when its registration is confirmed, by means of a certificate of insurance. The organizer will not incur any liability, particularly in the event of loss, theft or damage.

10.02 Proposal by the organizer to take out a group policy – The organizer may enable the exhibitors to take out a group policy.

Chapter 11 // Tear Down and Removal of the Stands

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

11.02 UNIMEV Plan - During the tear down period, the exhibitor is bound to comply with the "*Professional Charter to organize the health and safety of employees in a position of co-activity during the assembly and disassembly of trade events*" (Professional plan for the health and safety of employees involved in joint activities during the buildup and tear down periods of exhibitions)

adopted by the UNIMEV General Meeting on 2 July 2010, which is available at <http://www.unimev.fr/>.

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

If the exhibitor fails to remove the installations within the time limit set, the organizer will be entitled to destroy the installations and abandoned goods, without having any obligation to refund the exhibitor for the value of those items.

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

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

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

Chapter 12 // Application of these General Rules and Regulations and Settlement of Disputes

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

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

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

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

12.04 Disputes - Notice – Limitation period – In the event of a challenge to or dispute with the organizer, whatever the subject matter, the exhibitor undertakes to submit its complaint to the organizer before commencing proceedings, by recorded delivery letter with notice of receipt. Any action initiated before the expiry of a period of 15 days¹ following the receipt of the said letter will be inadmissible.

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

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

Chapter 13 // Terminology

13.01 Terminology – In the event of doubt about a definition, the document [ISO 25639-1 – Exhibitions, shows, fairs and conventions – Vocabulary](#), should be consulted;

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

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

13.04 Guide or exhibitors' manual – The term "guide" or "exhibitors' manual" means the document delivered, sent or made available on the Internet by the organizer when the exhibitor applies to take part in the exhibition, containing practical information relating to the exhibition, the rules and regulations, the forms with which to order services and all other information that will be of use to the exhibitor.

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

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