

# 3 - REGULATORY GUIDE

- 1. LEGISLATION
- 2. ALCOHOLIC BEVERAGE LICENCE
- 3. TOXIC WASTE, WASTE SORTING
- 4. INSURANCE
- 5. ARCHITECTURAL REGULATIONS
- 6. HYGIENE REGULATIONS
- 7. EVENT REGULATIONS
- 8. SAFETY REGULATIONS

Full regulatory information to comply with for 2022

#### • VAT REFUND

VAT refund for foreign taxable persons established in the EU: Requests for VAT refund by foreign taxable persons established in another EU Member State must be addressed to the taxation department via the electronic portal provided by their Member State, accompanied by an electronic copy of invoices or import documents.

VAT refund for foreign taxable persons established outside the EU: Requests for VAT refund by foreign taxable persons established outside the EU (accompanied by the original copy of invoices or import documents) must be addressed to

#### Service de remboursement de la TVA

10, Rue du Centre - TSA 60015 - 93465 Noisy-le-Grand Cedex Ph. +33 (0)1 57 33 84 00 <u>Sr-tva.dresq@dgfip.finances.gouv.fr</u>

Applications must be submitted on the French form (form 3559) which may be downloaded from the following address: <u>http://www.impots.gouv.fr/portal/deploiement/p1/fichedescriptiveformulaire 842/fichedescriptiveformulaire 842.pdf</u>

#### CUSTOMS

#### GOODS FROM EU THIRD COUNTRIES

Third-country goods destined for sale by exhibitors must have regular customs clearance prior to their arrival at the event venue. The importation of such goods thus implies the payment of duties and taxes and compliance with regulatory restrictions or prohibition (e.g., standards). Foreign goods intended for **presentation or use** during this event may be placed under temporary admission arrangements with full exoneration of duties and taxes.

These goods may not be lent, hired out, used against payment, or transported without authorisation outside of the event venue. Temporary admission arrangement ends when these goods are re-exported, **destroyed**, or **distributed free of charge** at the event venues.

If these goods are not subject to one of the destinations above, they must be **released for consumption** with payment of duties and taxes in effect. Prior to the departure of their products for France, exhibitors are strongly advised to obtain, via the competent authorities of their respective country, all documents which may be required for the entry of their goods to France.

In all cases, 1 original and 2 copies of the following documentation is required:

- the list of products, typed in **French**, with the Delegation letterhead. This list must specify, line by line, the trade names of the various items in addition to their amounts, value, origin and customs tariff.

- the certificate of origin and/or EUR 1 and any other document specific to the products in question.

#### NOTE

The Customs Department of the Bordeaux-Bassens Office, Bruges division (tel. +33 (0)5 56 43 80 29) and BALGUERIE SAS (Mr. Mohamoud CISSE), Rue B. Balguerie - ZI de Fret – 33521 Bruges Cedex tel. +33 (0)5 57 57 34 13 - fax +33 (0)5 56 43 83 67), approved customs agent designated by Congrès et Expositions de Bordeaux, are at the permanent disposal of foreign exhibitors for all information on completing the following requirements in due course:

- customs clearance for the entry of goods from third countries to the Bordeaux Exhibition Centre venue,

- outgoing customs clearance for all procedures (release for consumption, customs procedure with economic impact other than temporary admission, re-shipping) of goods exhibited during the event.

Exhibitors may entrust these formalities to designated customs agents or complete them personally. Exhibitors are liable for errors and delays which may lead to incorrect information. No goods from third countries may leave the Bordeaux Exhibition Centre venue without completion of regulatory customs formalities.

Pursuant to regulation EC n°1383/2003 of 22 July 2003, the export, movement and possession, at any point in the territory, of a counterfeit brand constitutes an absolute customs prohibition and qualifies as a smuggling offence.

NB - Certain products, such as brochures or catalogues, according to their type and amount, may be entered free of duties and taxes, on the basis of a case-by-case decision by the Bordeaux Regional Customs Office.

#### COMMUNITY GOODS

Community goods intended for exhibition during this event, then integrally re-shipped within the European Union are not subject to any customs formalities. Exhibitors are reminded that specific regulations related to certain goods remain subject to restrictions of movement (e.g., weapons and ammunition, etc.).

#### • HAWKING

## WHAT YOU SHOULD KNOW, IN BRIEF: I must notify my CEB business contact of any illegal sale of admission rights

The hawking of goods, and in particular admission rights (entrance ticket, invitation, or badge, etc.), in public places is a crime punishable by police apprehension and arrest. Penalties range from  $\leq$ 3,750 to  $\leq$ 15,000 in fines and a 6 to 12-month prison sentence, with confiscation and destruction of the products and means related to the offence.

#### • WITHDRAWAL PERIOD

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#### WHAT YOU SHOULD KNOW, IN BRIEF:

- In the framework of public events, consumers do not avail of a withdrawal period for goods purchased at said event.
  - I must inform consumers by displaying the notice available from the Exhibitors' Welcome Desk.

Pursuant to Articles L 224-59 et seq. of the Consumer Code, consumers do not avail of the right of withdrawal for purchases made at this trade event, unless the sale contract is accompanied by a credit offer (Article L 311 - 1 of the Consumer Code), or further to a personal invitation to collect a gift from the stand.

Consumers must be informed via the display of a notice on the stand, with the following wording: "Consumers are not entitled to the right of withdrawal for all purchases made at this event." Congrès et Expositions de Bordeaux provides these displays to exhibitors at the Exhibitors' Welcome Desk. This information must also be included in the exhibitors' contract offer.

### 2. ALCOHOLIC BEVERAGE LICENCE

### Form n°04

#### WHAT YOU SHOULD KNOW, IN BRIEF:

- You must complete form n° 04 to obtain a temporary licence for the sale of alcoholic beverages, issued by the municipal authority (Bordeaux City Hall).
  - You must comply with the Congrès et Expositions de Bordeaux charter for alcoholic beverages.

Prior to the opening of the event, exhibitors must obtain a temporary authorisation for the sale of alcoholic beverages, issued by the municipal authority for the duration of event and valid for the sale of category 1 to 3 beverages. Exhibitors wishing to sell category 4 and 5 beverages must hire a Licence IV from Congrès et Expositions de Bordeaux, the transfer of which shall be declared to the municipal authorities. Free tasting with a view to sale (Art. 1587 of the Civil Code) is authorised by the Public Health Code.

Exhibitors' holding a temporary licence must comply with the Congrès et Expositions de Bordeaux charter for alcoholic beverages. The notice "Protection of minors and suppression of public drunkenness" must be displayed. Beverage vendors must not receive or serve persons who are obviously intoxicated. Two elements constitute the offence: the person must be obviously drunk, the drunkenness must be obvious, revealed to all, and must be the manifestation of abnormal behaviour. The beverage vendor is liable for serving or simply receiving an individual who is obviously drunk.

## 3. TOXIC WASTE, WASTE SORTING

### order form *n°01*

#### WHAT YOU SHOULD KNOW, IN BRIEF:

- It is forbidden to leave waste at the Bordeaux Exhibition Centre. You must remove your waste.
- You may rent a skip to remove waste during dismantling (order form n°01)
- You must respect the environment and sort your waste.

Containers for small volumes of waste sorting are provided to exhibitors during **setting-up** operations (wood, cardboard, non-hazardous industrial waste, glass and toxic waste packaging). The dedicated skip, provided to exhibitors by Congrès et Expositions de Bordeaux, is intended exclusively for empty packaging. Failure to comply with these provisions affects the waste sorting procedure implemented by Bordeaux Exhibition Centre and will be penalised.

To remove waste produced by the **dismantling** of stands, CEB provides two services via order form n°01:

**Ref 30005**: rental of a 750-litre skip, removal and destruction of dismantling waste (except toxic products) **Ref 30004**: rental of a 15m<sup>3</sup> skip, removal and destruction of dismantling waste (maximum 2 tonnes).

Stands must be cleared of all waste and fittings.

#### Skips will be delivered on the 1st day of dismantling, between 2pm and 4pm.

The 750l skips will be delivered to the exhibitor's stand and the larger skips will be located outside the halls as near as possible to the stand. The exhibitor must be present to receive the skip. In the event of absence, the skip labelled with the exhibitor's name will be left on site. If the skip is damaged during this period, all repair or replacement costs shall be charged to the exhibitor.

CEB shall not be held responsible in the event of "improper" use of the skips by other exhibitors.

#### REMINDER OF THE REGULATION

Law 92-646 of 13/07/1992 specifies that all persons producing or possessing waste must ensure the removal of said waste. The exhibitor is therefore liable with regard to themselves and their sub-contractors for their waste and its removal from the site.

#### PROVISIONS RELATED TO TOXIC WASTE

Pursuant to the legislation in effect, exhibitors in possession of toxic waste must not under any circumstances abandon this waste at the Bordeaux Exhibition Centre venue. Such waste must be recovered and removed by the exhibitor.

All products such as paint, glue, solvents and more generally any item with an official standard "toxic waste" pictogram are considered as toxic waste.

#### CATERERS, FAST-FOOD STANDS AND BARS

The sorting of bar and café waste is obligatory. CEB provides exhibitors with bins for food waste, glass and cardboard packaging.

#### 4. INSURANCE

#### WHAT YOU SHOULD KNOW, IN BRIEF:

- Setting-up and dismantling periods are not insured for theft.
- An insurance deductible of €1,000 is applied to all claims of any kind.
- Your property is under your constant supervision, including during setting-up and dismantling periods.
- During dismantling, you must remove all goods, equipment and transportable decorative items from your stand to avoid the risk of theft.
- You will not be covered for theft if you dismantle your stand before the official closure of the event.
- The general insurance cover for the fair ends on the official public closing time.
- In the event of damage or theft, please notify the security agents.
- In the event of theft, an official complaint must be lodged with the police.
- Plasma and/or LCD or LED screens and computers are to be secured by safety ropes or equipped with an antitheft device for the duration of the event. Failure to do so will incur non-guarantee.
- If the value of the goods exhibited exceeds the basic coverage (€7,650 or €15,300 according to the event), you are strongly advised to take out additional insurance cover. Form n°05

Information notice N° RS1700756 for exhibitors participating in fairs organised by CONGRES ET EXPOSITIONS DE BORDEAUX

#### INSURANCE GUARANTEES AND DEDUCTIBLES

GUARANTEES	AMOUNTS COVERED	DEDUCTIBLE PER CLAIM AND PER EXHIBITOR	OPTIONAL ADDITIONAL INSURANCE COVER <i>Form n°05</i>		
Exhibitors at: Jumping International de Bordeaux, Salon du Jardin, Cocoon, or Electric Road					
COVERAGE FOR DAMAGE: Per exhibitor and per stand	7,650 EUR	1,000 EUR	Up to the amounts specified		
Exhibitors at: La Foire Internationale de Bordeaux, Salon des VDL, VINITECH-SIFEL or BAD+					

Form n°05

COVERAGE FOR DAMAGE:			Up to the amounts
Per exhibitor and per	15,300 EUR	1,000 EUR	specified
stand			

Extract from the insurance terms & conditions of policy no° RS1700756. The full notice in French is available at the CONGRES ET EXPOSITIONS DE BORDEAUX website or can be provided to exhibitors on request.

#### SPECIAL TERMS

#### 1. CONTRACTUAL DEFINITIONS

It is agreed that the definition of the terms hereafter retain their meaning throughout the contract.

When a definition applies exclusively to the content of a guarantee, it is identified between brackets and in italics next to the term defined.

**Insured:** The exhibitors of the event, i.e., holders of a registration form.

**Insurer:** ALBINGIA, a PLC governed by the Insurance Code, with a capital of €34,708,448 headquartered at Rue Victor Hugo 109/111, 92532 LEVALLOIS PERRET, registered under the RCS de NANTERRE trade register, BRN 429 369 309 (APE 65.12 Z).

**End of cover:** Date on which the termination, expiry or suspension of the contract comes into effect.

Code: The Insurance Code

**Premium:** The amount to be paid by the Insured in exchange for insurance coverage.

Lapse: The loss of entitlement to cover for the claim in question as a result of a breach by the Insured.

**Cash and cash equivalents:** Coins, bank notes, bank cheques, restaurant vouchers, travel and/or holiday vouchers, tax stamps, unused postage stamps, in addition to all other cash equivalents specified in the Special Terms.

**Exhibitor:** A physical or moral person officially registered with Insured organiser of the event(s) described in the Special Terms.

This includes direct exhibitors, leasing a stand from CEB, and, where specified in the exhibitors' register, the sub-lessee described by the applicant as an "indirect exhibitor".

**Deductible:** The amount of damage which is systematically borne by the Insured. This amount is specified in the Special Terms.

**Cover per exhibition:** Our maximum engagement to cover losses incurred during the period from the start date to the expiry date of the guarantee.

**Compensation:** Amount due to the Insured and/or beneficiary and/ or other, in the event of a claim covered by the present contract.

**Lock-out:** Closure of an establishment or work stoppage unilaterally decided by management in response to conflictual labour relations with employees.

Events: Those defined in the Special Terms.

Hard materials: Relative to building, the following materials: stone, brick, rubble, iron, concrete cement, concrete or clinker blocks and armoured glass. Relative to roofing, the following materials: tiles, slates, metals, glass panes, concrete and cement.

Name of insurer: ALBINGIA acting on its behalf.

**Fragile objects:** Items made of crystal, glass or glass paste, terracotta or unbaked clay, ceramic or stoneware, plaster, marble or alabaster, wax, bone, plexiglass, resin, or any other object described in the Special Terms as "fragile".

**Participant:** In the case of a congress or seminar, a person officially registered to attend the insured event(s) defined in the Special Terms, to the exclusion of the organiser, their agents and operators.

**Insurance period:** See the definition provided in the General Terms. In the case of a contract underwritten for a temporary duration, the insurance period is that included between the date of coming into effect of the contract and the date of expiry as specified in the Special Terms. It is agreed that the duration of the contract includes all the insurance periods for events specified in the Special Terms.

**First absolute loss:** Amount insured up to the capital specified in the Special Terms, with abrogation of the proportional rule for capitals.

**Policy-holder:** The physical or moral person who requests the creation of the contract, signs said contract and undertakes in particular to settle the premiums. Any person acting as a substitute, either legally or on the agreement of the parties, shall be considered as the Policy-holder.

**Agent:** Any physical person employed, any paid or non-paid trainee, or apprentice, acting under the management, orders and supervision of the Policy-holder.

**Limitation period:** The period after which an action can no longer be taken.

**Proportional rule for capitals (Article L.121-5 of the Code):** The Code rule specifying that the Insurer shall indemnify the Insured only to the existing proportion between the insured amount and the value of the object at the time of the loss.

**Claim:** All the negative consequences of a same event eligible for our coverage.

Subrogation (Article L.121-12 of the Code): Transfer to the benefit of the Insurer, up to the amount of compensation it has paid, of the rights and actions which the Insured holds against the person or persons responsible.

**Suspension (Article L.113-3 of the Code):** Cessation of entitlement to the guarantee(s) of the contract when the latter is neither terminated nor cancelled. Suspension ends upon the re-underwriting of guarantees or the termination of the contract.

**Storm:** Wind speed equal to or above 100kph, as attested to by the nearest weather station, causing damage to buildings of adequate construction in the locality and/or surrounding localities.

**New value replacement:** The unit price as listed in the catalogue for a new item on the day of underwriting of the contract, or if the item is no longer manufactured, the catalogue unit price of an identical product with equivalent technical features or output, in addition to packaging, transport, installation and test costs, and where appropriate, non-recoverable customs duties and taxes. Downpayments, discounts and specific markdowns are not taken into account in the evaluation of the insured value.

**Replacement value:** New **value** replacement of the insured item, subject to a deduction for depreciation.

**Depreciation:** Depreciation of an item resulting from use and time, evaluated by an expert or contractually.

**Computer virus or infection:** The unauthorised introduction of instructions or a set of instructions to a computerised information system, regardless of their mode of propagation and which could lead to disruptions in the operating system or data processing equipment.

#### 2. DAMAGE TO EQUIPMENT, OBJECTS AND/OR GOODS

#### 2.1 SCOPE OF COVER

The contract covers exhibitors' equipment and/or goods and/or objects, up to the amount specified in the Special Terms, against theft, vandalism, loss, fire, explosion, water damage and accidental damage (including natural disaster, or sabotage). Insurance cover is applicable within the venue of the event specified in the Special Terms.

Specific points: Plasma and/or LCD or LED screens and computers must be attached to the stand for the duration of the event with safety ropes, or protected by an anti-theft device. Failure to do so will invalidate the guarantee.

The above items are covered solely in the event of assault, rupture, or breakage of the anti-theft device in place.

Clothing made of fur, leather or pelt must be chained for presentation, or equipped with an anti-theft device. Failure to do so will invalidate the guarantee.

Such items are covered solely further to assault, breakage of the chains or rupture of the anti-theft device in place.

Watches and jewellery, gold, platinum, vermeil or silver items, gems and pearls, whether mounted or not, with a unit sale value over €150 before tax, must be encased in solid display units equipped with thick glass and deadlocks. Outside of public opening hours, these items are to be stored in safe boxes or secure cupboards in a locality under key. Failure to do so will invalidate the guarantee.

Such items are covered for theft solely in the event of a break-in to their display case or the on-site safe boxes where they are to be stored during public closing hours, or further to physical assault.

Cover for theft without break-in is granted during the event (including public closing hours) to the exclusion of setting-up and dismantling periods, provided that: • Exhibitors are present at their stand during public opening hours,

Exhibitors have called on the services of a professional security company for the full duration of the event,

Exhibitors produce a report or documentary evidence that a complaint has been lodged with the local police.

**2.2 SPECIFIC EXCLUSIONS TO DAMAGE COVER** ARE EXCLUDED:

- TRANSPORT, INCLUDING LOADING AND UNLOADING OPERATIONS,

- ALL MOVEMENT OF EQUIPMENT OR GOODS INSURED WITHIN THE EVENT VENUE, WHEN SUCH ITEMS ARE MOVED OUTSIDE THE BUILDINGS OR STRUCTURES HOSTING THE EVENT AND VISITORS,

- THEFT TO A VEHICLE PARKED WITHIN THE EVENT VENUE,

- THEFT AT A STAND LEFT UNATTENDED BY THE INSURED OR THEIR AGENT(S) DURING PUBLIC OPENING HOURS OF THE EVENT (PUBLIC OR PROFESSIONAL OPENING),

- DAMAGE CAUSED BY WEATHER OF ANY KIND, WHETHER DIRECT OR INDIRECT, WHEN THE INSURED EQUIPMENT AND/OR OBJECTS ARE LOCATED OUTISED OF COVERED, BUILT PREMISES MADE OF HARD MATERIALS, OR OUTSIDE A TENT WITH A FLOOR SURFACE LESS THAN 40m2 (DAMAGE CAUSED BY STORMS REMAINS NONETHELESS GUARANTEED),

- GOODS, FOODSTUFFS AND/OR BEVERAGES INTENDED FOR FREE TASTING OR DISTRIBUTION,

- PLANTS. PLANTS SERVING AS EXHIBITED GOODS ARE NONETHELESS COVERED, TO THE EXCLUSION OF WILTING,

- ALL FORMS OF CLOTHING AND PERSONAL BELONGINGS,

- CASH AND CASH EQUIVALENTS,

- LIVE ANIMALS,

- IN HORSES, THE CONSEQUENCES OF AN OUTBREAK OF HORSE DISEASE, AFRICAN HORSE SICKNESS, STRESS, OR INTOXICATION

- SCRATCHES, FLAKING, CIGARETTE BURNS, GRAFFITI, CREASING AND STAINING OF ANY KIND,

- MECHANICAL AND/OR ELECTRICAL DISRUPTION AND/OR DAMAGE TO INSURED EQUIPMENT AND/OR ITEMS DUE TO THEIR OPERATION,

- DAMAGE DUE TO GRADUAL DETERIORATION, WEAR AND TEAR, FAULTY MAINTENANCE, ATMOSPHERIC HYGROMETRY, VARIATIONS IN TEMPERTATURE AND INHERENT DEFECT,

- DAMAGE CAUSED BY INSECTS, MOTHS, PARASITES, FUNGUS OR VERMIN,

- MISSING INVENTORY OR NON-RECOVERY OF INSURED GOODS WHEN THE LATTER ARE ENTRUSTED OR ACCESSIBLE TO THE PUBLIC OR PARTICIPANTS,

- THEFT AND/OR EMBEZZLEMENT COMMITTED BY THE INSURED'S AGENTS OR BY ANY OTHER PERSON ENTRUSTED BY THE INSURED WITH THE SAFE-KEEPING OR SUPERVISION OF INSURED GOODS,

- DAMAGE RESULTING FROM SEQUESTRATION, SEIZURE, CONFISCATION, DESTRUCTION OR REPOSSESSION BY ORDER OF CIVIL OR MILITARY AUTHORITIES, OR PURSUANT TO CUSTOMS REGULATIONS,

- OUTSIDE OF METROPOLITAN FRANCE, DAMAGE, LOSS, COSTS OR EXPENDITURE INCURRED DIRECTLY OR INDIRECTLY DUE TO:

AN ATTACK, TERRORIST ACT OR SABOTAGE,

BIOLOGICAL OR CHEMICAL CONTAMINATION RELATED TO TERRORIST ACT,

- LOSS, DAMAGE OR PREDUJICE RESULTING FROM WILFUL OR INTENTIONAL MISCONDUCT ON THE PART OF THE POLICY- HOLDER AND/OR INSURED, OR COMMITTED WITH THEIR COMPLICITY, - DAMAGE RESULTING FROM FOREIGN WAR (DECLARED OR NOT) OR CIVIL WAR,

- RIOTS, UPRISINGS, ACTS OF SABOTAGE AND ACCIDENTS DUE TO STRIKES AND LOCKOUTS BY THE INSURED'S COMPANY, UNLESS THE LIABILITY OF THE INSURED IS NOT ESTABLISHED AT THE TIME OF SUCH EVENTS,

- LOSS, DAMAGE OR PREJUDICE RESULTING FROM VICE, DEFECTS OR IMPERFECTIONS EXISTING AT THE TIME OF UNDERWRITING OF THE CONTRACT AND KNOWN TO THE INSURED PARTY,

- LOSS, DAMAGE OR PREJUDICE RESULTING FROM THE PRESENCE OR ACTION OF A COMPUTER VIRUS OR INFECTION,

- ALL DAMAGE, LOSS, COSTS OR EXPENSES OF ANY KIND, CAUSED DIRECTLY OR INDIRECTLY BY A NUCLEAR REACTION, NUCLEAR RADIATION OR CONTAMINATION, INDEPENDENTLY OF ANY OTHER CAUSE WHICH MAY CONTRIBUTE TO OR INCUR DAMAGE AND REGARDLESS OF THE ORDER OF OCCURRENCE OF SAID CAUSES.

#### 2.3 REPEAL OF THE PROPORTIONAL RULE FOR CAPITALS

The proportional rule for capitals as provided for in Article 2.4 of the Special Terms shall not apply.

#### 2.4 COMPENSATION IN THE EVENT OF A CLAIM

In the event of total loss: Total loss is incurred when the cost of replacement or repair of the insured equipment is equal to the recoverable sum.

The recoverable sum is calculated on the basis of new replacement value, on the day of the loss, with application of depreciation. In the case of goods, the recoverable sum is calculated on the basis of the cost price before tax. The recoverable sum thus calculated may not exceed the insured value.

In the event of partial loss: The recoverable sum is equal to the amount of repair costs for the insured equipment and/or objects, without depreciation. The recoverable sum thus calculated may not exceed the insured value.

#### 2.5 EXCLUSIONS RELATIVE TO EPIDEMICS

WITH THE EXCEPTION OF EXPLICIT DEROGATION BY THE INSURER FURTHER TO THE DATE OF EFFECT OF THE PRESENT AMENDMENT AND IRRESPECTIVE OF DEROGATION, EVEN PARTIAL, IN EXISTING PROVISIONS AND:

- WHEN THE POLICY INCLUDES A CANCELLATION GUARANTEE, THE FOLLOWING ARE SYSTEMATICALLY EXCLUDED OF ALL FINANCIAL LOSSES, WHETHER DIRECTLY OR INDIRECTLY CONSECUTIVE:
- ANY TRANSMISSABLE DISEASE OF HUMAN OR ANIMAL ORIGIN, ANY EPIDEMIC OR PANDEMIC RECOGNISED BY THE WHO, INCURRING:
  - THE IMPLEMENTATION OF MEASURES, INCLUDING ON PREVENTATIVE GROUNDS, BY THE COMPETETNT AUTHORITIES TO LIMIT OR PROHIBIT FREE MOVEMENT AND/OR PHYSICAL GATHERINGS ON ANY SCALE (LOCAL, REGIONAL, NATIONAL, OR INTERNATIONAL),
  - THE POSTPONEMENT, SUSPENSION, WITHDRAWAL OF AUTHORISATION OR PROHIBITING OF THE INSURED EVENT AND/OR PRODUCTION,
  - THE FOLLOWING DISEASES OR VIRUSES:
  - BIRD FLU OR ANY ASSOCIATED VIRAL FORM,
  - ATYPICAL PNEUMONIA (SEVERE ACUTE RESPIRATORY SYNDROME): SARS, COVID-19,
  - EBOLA, ZIKA AND CHIKUNGUNYA.

#### EXTRACT OF THE GENERAL TERMS

#### ARTICLE 1. - STATEMENTS - PENALTIES

#### 1.1 TO THE UNDERWRITING OF THE CONTRACT

The contract is drawn up on the basis of the statements made, documents provided (including the risk declaration form) and correspondence in paper and/or electronic format between the Policy-holder and the Insurer.

All such statements, documents and correspondence form an integral part of the contract.

The sum of these elements enables the Insurer to evaluate the risks to be covered.

Any concealment, omission, or misrepresentation by the Policyholder relative to these statements, documents and correspondence addressed to the Insurer shall be penalised by application of Article L.113-8 of the Code, in the event of bad faith on the part of the Insured, or of Article L.113-9 of the Code if the bad faith of the Insured is not established.

#### 1.2 DURING THE VALIDITY OF THE POLICY

The Insured must notify the Insurer, via registered letter and within a maximum period of fifteen days as of the date of knowledge of new circumstances which may either increase or create new risks and thus render incorrect or obsolete the responses provided to the Insurer, in particular with regard to the risk declaration form or spontaneous declarations under their initiative, All procedures for the conciliation, safeguarding, receivership or judicial liquidation of their company. These elements are subject to the penalties set out by Article L.113-8 of the Code, in the event of bad faith on the part of the Insured, or of Article L.113-9 of the Code if the bad faith of the Insured is not established.

In the event of an increase in risk or the creation of a new risk during the validity of the policy, in such a way as had the new circumstances had been declared upon the conclusion or renewal of the contract, the Insurer would have opposed the contract or concluded against a higher premium, the Insurer may either withdraw the contract or offer a new premium amount.

In the first case, termination will only come into effect 10 DAYS further to notification and the Insurer must thus reimburse the Insured of the portion of the premium corresponding to the period during which the risk did not exist. In the second case, if the Insured fails to respond to the Insurer's offer or expressly opposes the new premium, within 30 DAYS further to the date of proposal, the Insurer may terminate the policy on expiry of this period, provided the Insured has been informed of this possibility, which is to appear in visible characters in the letter of proposal.

Nevertheless, the Insurer may no longer invoke the increase in risk or the creation of new risks when, once notified thereof in any way whatsoever, the Insurer has consented to the continuation of insurance cover, particularly by continuing to receive premiums or by paying compensation further to a claim.

If the Policy-holder can prove a reduction in the risks covered, the premium may be reduced through amendment. The reduction applies only to premiums due further to the application for reduction. If the Insurer refuses to reduce the premium, the Policy-holder may terminate the contract, subject to 30 DAYS' notice, and obtain pro rata reimbursement of non-accrued premium payments.

The Insured must immediately notify the Insurer of any claim which may involve coverage, and at the latest within the period set out in the contract.

#### 1.3 REMINDER OF APPLICABLE PENALTIES

1.3.1 Omission and intentional misrepresentation (Article L.113-8 of the Code): Irrespective of ordinary causes of nullity and subject to the provisions of Article L. 132-26 of the Code, the insurance policy is nullified in the event of concealment or intentional misrepresentation by the Insured, when this concealment or misrepresentation alters the scope of risk or diminishes its assessment for the Insurer, even if the omitted or misrepresented risk has no effect on the claim.

1.3.2 Unintentional misrepresentation (Article L.11 3-9 of the Code): Omission or misrepresentation by the Insured when the bad faith of the latter is not established shall not result in the invalidity of the policy. If such misrepresentation is notified prior to any claim, the Insurer has the right to either uphold the contract against an increase in the premium agreed to by the Insured, or to terminate the contract ten days after notification to the Insured via registered letter, with the reimbursement of non-accrued premium payments. If such misrepresentation is observed further to a claim, compensation shall be reduced in proportion to the premium rates paid against the premium rates which should have been due, had the risks been fully and accurately declared.

Lapse of coverage (Article L.113-2 of the Code):

DELAYED DECLARATION ON THE PART OF THE INSURED, AS SPECIFIED IN § 4.2 ABOVE, INCURS A LAPSE OF COVERAGE AGAINST THE INSURED PARTY, IF THE INSURER CAN ESTABLISH THAT THE DELAYED DECLARATION IS PREJUDICIAL TO THE LATTER, EXCEPT IN THE CASE OF A DELAY DUE TO A FORTUITOUS EVENT OR FORCE MAJEURE.

#### **1.3.3 MULTIPLE INSURANCE POLICIES**

If one or several risks covered by the present policy are or shall be covered by another policy, the Policy-holder or Insured must notify the Insurer immediately and specify the name of the Insurer with whom the other policy was underwritten, in addition to the amounts insured (Article L.121-4 of the Code).

When several policies against the same risk are underwritten wilfully or fraudulently, the penalties provided for in paragraph 1 of Article L121-3 of the Code are applicable.

If underwritten non-fraudulently, each policy produces its effects up to the maximum cover of the contract and according to the provisions of Article L.121-1 of the Code, regardless of the date on which the policy was underwritten. Within these limits, the beneficiary of the policy may obtain compensation for loss by contacting the Insurer of their choice (Article L.121-4 of the Code).

#### **ARTICLE 2. - PAYMENT OF PREMIUMS**

The premium including all taxes is payable by the Policy-holder.

Failure to pay this premium will nullify the guarantees described in the present Information Notice.

#### ARTICLE 3. - CLAIMS

#### 3.1 PROCEDURES AND FORMALITIES IN THE EVENT OF A CLAIM

As soon as a loss which may incur the Insurer's cover is made known, the Insured, or Policy-holder, or beneficiary, must:

- Declare the loss to the Insurer or their legal representative, in writing via registered letter, or verbally against a receipt. THIS DECLARATION MUST BE MADE, SUBJECT TO LAPSE, EXCEPT IN THE CASE OF FORTUITOUS EVENT OR FORCE MAJEURE, AS SOON AS THE LOSS IS MADE KNOWN TO THE INSURED PARTY AND AT THE LATEST 5 BUSINESS DAYS AS OF THE DATE SAID LOSS WAS BROUGHT TO THEIR ATTENTION.

In the event of theft, this declaration period is reduced to 2 business days.

THE INSURER MAY INVOKE THE LAPSE IF IT CAN BE ESTABLISHED THAT THE DELAY IN DECLARATION CAUSES PREDJUDICE TO SAID INSURER.

- Immediately take all the necessary measures, and at the Insured's expense, to limit the scale of damage and/or prejudice having already occurred, and to prevent the occurrence of further damage and/or prejudice.

- Provide the Insurer, in the claim, or where impossible, in a later claim made without undue delay, with all information and elements on the causes, circumstances and consequences of the loss, the type of loss, approximate amount of damage and the location where the damage can be assessed.

- Specify, where appropriate, the name and address of the person or company responsible for the loss, and if possible that of any witnesses.

- Obtain, in the event of an emergency, the written consent of the Insurer prior to the repair of damaged property, provided that these measures do not alter the aspect of the loss and enable all useful inspections and assessments. This application may be made to the Insurer by any means, particularly via email, and the Insurer undertakes to respond within 72 hours of receipt. By default, failure to respond on the part of the Insurer constitutes tacit agreement.

THE INSURER SHALL NOT RESPOND TO DAMAGE CONSECUTIVE TO THE CONTINUED USE OF DAMAGED PROPERTY PRIOR TO ITS DEFINITIVE REPAIR.

-In all cases, and until the expert assessment has been carried out, take all useful measures for the assessment of damage, in particular by conserving elements which are damaged or to be replaced.

- Transmit to the Insurer, upon receipt, all notices, letters, summons, subpoenas, extra-judicial documents and proceedings which are addressed, given or notified to the Insured or their agents.

FAILURE TO EXECUTE ANY OF THE OBLIGATIONS SPECIFIED IN ARTICLE 3.1, MAY REDUCE THE AMOUNT OF COMPENSATION IN PROPORTION TO THE PREJUDICE CAUSED TO THE INSURER. BY DEROGATION OF THE PREVIOUS PARAGRAPH, IN THE EVENT OF NON-TRANSMISSION OF A SUBPOENA WITHIN ONE MONTH FOLLOWING ITS NOTIFICATION TO THE INSURED, THE INSURER HAS THE RIGHT TO INVOKE THE LAPSE OF COVERAGE EXCEPT IN THE EVENT OF FORCE MAJEURE, IF THE INSURER CAN ESTABLISH PREJUDICE DUE TO THIS DELAY.

IF, IN BAD FAITH, THE INSURED PARTY EXAGGERATES THE AMOUNT OF DAMAGE, CLAIMS TO HAVE DESTROYED GOODS NOT EXISTING AT THE TIME OF THE LOSS, CONCEALS OR REMOVES ALL OR PART OF THE INSURED GOODS, OR KNOWINGY USES FRAUDELENT PROOF OR FALSE DOCUMENTS, THEY SHALL BE DEPRIVED OF ALL RIGHTS TO COVER FOR THE CLAIM IN QUESTION.

#### **3.2 PAYMENT OF CLAIMS**

Compensation is payable within a period of 10 BUSINESS DAYS as of the agreement of the parties or legal ruling. This period shall run from the date the Insured proves their entitlement to receive compensation and, in the event of opposition, as of notification from the Insurer of the release.

The Insurer is only required to pay compensation fixed by the French courts as well as by foreign courts whose decision has been granted exequatur on national territory. Compensation is payable in FRANCE and in euros.

#### ARTICLE 4. -- STATUTE OF LIMITATIONS FOR SUBROGATION

#### **4.1 STATUTE OF LIMITATIONS**

Pursuant to Article L.114-1 of the Code

"All actions stemming from an insurance policy are limited to a period of two years, starting from the event which gives rise to the claim. However, this period shall start: In the event of concealment, omission, misrepresentation, or false statement, only from the day the Insurer was made aware of such. In the case of a claim, from the day when those concerned became aware of it, if they can prove they were unaware of it until then. When the action of the Insured against the Insurer is due to the recourse of a third party, the limitation period starts only from the day this third party brings a legal action against the Insured or is compensated by the latter. The limitation period is extended to 10 years in the case of life insurance when the beneficiary is not the subscriber, and is eligible for insurance against corporal accidents when beneficiaries are the legal claimants of the deceased Insured. In the case of life insurance, notwithstanding the provisions of the 2nd, the actions of the beneficiary are limited to a maximum of thirty years as of the death of the Insured." Pursuant to Article L.114-2 of the Code:

"The limitation period is interrupted by ordinary grounds for suspension of the limitation and by the appointment of an expert further to a claim. Limitation of an action may also be interrupted by a registered letter with acknowledgement of receipt from the Insurer to the Insured in respect of legal action for payment of the premium and by the Insured to the Insurer in respect of the payment of the indemnity."

The ordinary causes of interruption of prescription to which Article L.114-2 of the Code refers are recognition by the debtor of the right of the person against whom they were prescribing (Article 2240 of the Civil Code), a legal claim, even in summary proceedings (Articles 2241 to 2243 of the Civil Code), or an act of forced execution (Articles 2244 to 2246 of the Civil Code)

#### **4.2 SUBROGATION**

Pursuant to the terms of Article L.121-12 or Article L.131-2 of the Code, the insurer may enter into the rights and actions of the Insured against third parties up to the amount of the claims paid.

IF SUBROGATION CAN NO LONGER BE EXERCISED IN FAVOUR OF THE INSURER BECAUSE OF THE INSURED, THE INSURER IS DISCHARGED FROM THEIR GUARANTEE AGAINST THE INSURED TO THE SAME EXTENT AS HAD SUBROGATION BEEN EXERCISED.

The Insurer may waive recourse against the liable party, but, notwithstanding such waiver, shall be entitled, unless otherwise agreed, to exercise recourse against the insurer of the liable party.

#### ARTICLE 5. - NOTIFICATION OF INSURED PARTIES - COMPLAINT

In accordance with law 94-5 of 4 January 1994, the Insurer specifies the various means of information available to the Insured concerning the present insurance contract.

## 5.1 THE INSURANCE INTERMEDIARY ACTING AS AGENT FOR THE INSURED IS THE SINGLE CONTACT

If the Insured wishes to obtain additional information on the present insurance policy, its operation or cover, they may contact their insurance intermediary via the contact details provided in contractual documents.

#### **5.2 TO CONTACT THE INSURER**

If the Insured fails to find a solution with their insurance intermediary, they may contact the Insurer at +33(0)1 41 06 70 00. On providing the contract or claim reference number, the Insured will be put in contact with an account manager or claims manager apt at answering their queries promptly.

## 5.3 IF THE INSURED WISHES TO FILE A COMPLAINT WITH THE INSURER'S CUSTOMER SERVICE DEPARTMENT

If the Insured wishes to express their dissatisfaction with the Insurer, they may file a complaint with the Insurer's Development Department, which will address the complaint within 10 business days. All complaints may be filed

By post: ALBINGIA -Direction du Développement - 109/111 Rue Victor Hugo 92300 LEVALLOIS PERRET

By email: <u>directiondudeveloppement@albingia.fr</u>

## 5.4 RECOURSE TO THE INSURER'S MEDIATOR 5.5 SUPERVISORY AUTHORITY OF THE INSURER'S OPERATIONS

Autorité de Contrôle Prudentiel et de Résolution (ACPR) 61 Rue Taitbout - 75436 Paris Cedex 09

#### ARTICLE 6. - ADDRESS FOR SERVICE

For the execution of the present contract, the Insurer elects domicile at its headquarters in France and only the French courts are competent.

#### ARTICLE 7. -FORUM CLAUSE OF JURISDICTION

Any dispute arising between the Insured and the Insurer with regard to the interpretation of the clauses and terms of the contract shall be referred solely to French law and to the exclusive competence of the French High Courts.

#### ARTICLE 8. - PERSONAL DATA PROCESSING

Personal data transmitted to the Insurer is subject to computerised processing by its departments to ensure the correct management of the underwritten policies. In accordance with the Law on Computers and Freedom of 6 January 1978, amended by Law n° 2004-801 of 6 August 2004, the persons concerned by this processing may exercise their right to access and rectify their personal data. This right may be exercised by contacting the following address: ALBINGIA, Direction du Développement, 109/111 rue Victor Hugo, 92300 – LEVALLOIS PERRET.

#### Contract RS1700756

If the response to the request is deemed unsatisfactory, the matter may be referred to the FFSA mediator. Please note that this mediator is appointed to deal solely with disputes involving individuals. "Individual" is defined by Directive 2011/83/EU of 25 October 2011 as: "Any physical person acting for purposes which do not enter into the framework of their commercial, industrial, trade or professional activity". The mediator may be contacted:

By post: Mediator of the FFSA - BP 290 75425 PARIS CEDEX 09 By fax: +33(0)1 45 23 27 15 By email: le.mediateur@mediationassurance.org

### 5. ARCHITECTURAL REGULATIONS

#### • STAND DESIGN AND FITTING

Exhibitors are free to design their stands as they wish, subject to compliance with the provisions of the present architectural regulations, including measures for safety and the non-deterioration of Congrès et Expositions de Bordeaux equipment.

Plans for the design and fitting of stands must be submitted IMPERATIVELY for approval by Congrès et Expositions de Bordeaux. Submitted plans must provide the dimensions of floor and space designs, in addition to the overall design of the project. The above must be provided 45 days at the latest prior to the opening of the event.

#### • STAND HEIGHT (see explanatory diagram below)

All fittings up to 3m high are authorised within the area of the stand.

Raised elements between 3m and 5m high, whether rising from the ground or suspended from the ceiling, are authorised and must comply with a 1m distance from the external limits of the stand (with regard to the aisle, neighbouring stands and walls of the Halls).

Elements exceeding 5m (displays or signs, etc.) are not authorised.

No elements, whether rigid or flexible, are to exceed the area of the stand. Failure to comply with the architectural rules may result in penalties by the organiser.

#### • 2-LEVEL STANDS AND CLOSED CEILINGS

Stands with 2 levels and closed ceilings are authorised under the following conditions:

- The exhibitor must submit a plan to CEB 30 days at the latest prior to the opening of the event (Form n°06).

- Prior to execution, this plan must be validated by the Architecture Department and Safety Officer of the event.

#### • STAND FITTING / POOL SECTOR

Manufacturers or distributors of pool shells will be systematically located along the walls of the venue to enable the exhibition of products in their entirety.

#### SUSPENSION CABLES

The creation of a fixation point and the installation of a suspension cable are to be carried out exclusively by Congrès et Expositions de Bordeaux services (order form n°01).

#### • ILLUMINATED DISPLAYS

Illuminated signs are authorised, except for high-voltage neon displays, but signs must neither flash nor flicker. The combination of white letters on a green background is reserved for safety signage.

#### STAND FRONT

Exhibitors planning a particular blind facade design are required to decorate this front with photos, display cases or other attractive features in order to maintain the appeal for visitors.

In all cases, the length of this blind front must not exceed 50% of the total stand length when the facing an aisle.

#### PROTECTION OF INFRASTRUCTURES AND EQUIPMENT

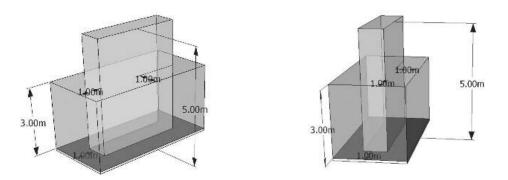
Exhibitors are liable for themselves and the companies working on their behalf for any damage caused to buildings and halls during the transport, installation or removal of their equipment. Floors, walls and pillars must not be drilled, cut or painted. Any form of damage (including paint stains) will be invoiced to the exhibitor, in addition to removal costs for any equipment left behind after dismantling (carpet, soil, built features, etc.). Fire safety equipment must remain clear and visible at all times, in particular the 180° rotation span of fire hydrants as illustrated on the next page.

#### DISABLED ACCESS

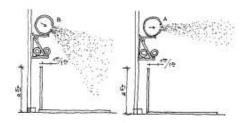
Each raised stand of more than 50m<sup>2</sup> must provide an access ramp for disabled persons. Stands with a counter must include a section between 0.70 and 0.80m high with a lower empty space of 0.30mn in depth. The carpet on the stand must contrast strongly with that of the aisle.

#### • EXPLANATORY DIAGRAMS

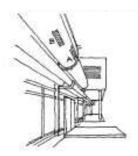
#### IN ALL HALLS: Height of stand and fittings



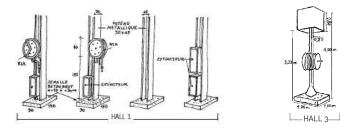
HALL 1: The presence of ventilation ducts along the inner wall limits the height of fittings to 3m for a width of 1.5m from the cladding.



#### HALL 1: Specifications for stands against walls



#### HALLS 1 and 3: Specifications for posts and fire hydrants



### 6. HYGIENE REGULATIONS

According to:

- Regulation (EC) No 178/2002 of the European Parliament and of the Council of 28 January 2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety (in particular for the responsibility of the professional, traceability and obligations of withdrawal / recall if foodstuffs are deemed unsafe and must be withdrawn from the market)

- Regulation (EC) 852/2004 of the European Parliament and of the Council of 29 April 2004 on the hygiene of foodstuffs, and in particular annex II: general hygiene provisions, chapter III "provisions applicable to mobile and/or temporary sites

- Regulation (EU) No. 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of food information to consumers (known as INCO)

- The Ministerial Order of December 21, 2009: on health rules applicable to retail activities, storage and transport of products of animal origin and foodstuffs containing them. (Storage conditions and temperatures)

- The RSD

Translated with www.DeepL.com/Translator (free version)Foodstuffs must be rigorously protected from pollution of any kind.

The fitting of a stand preparing or providing catering items must comply with the provisions listed hereafter.

#### DRINKING WATER SUPPLY

Stands must include a drinking water inlet and wastewater outlet, connected to the drainage network.

For food items not requiring drinking water during their preparation or distribution, a sealed water tank made of approved material for food contact is authorised.

The contents of the tank are to be renewed daily with an adequate amount of drinking water to ensure its proper functioning.

#### DRAINAGE

The stands must be connected to the collective drainage network.

#### • WASTE

Stand owners must have sealed containers designed to collect their waste, located in areas not intended for the preparation or storage of foodstuffs.

#### GENERAL RULES

Sales counters and stands must have a protective rim with the upper level at a height which protects all foodstuffs displayed for sale and at least 1 metre off the ground, and **must be cleaned daily.** These stands and counters must be protected from the sun, bad weather and pollution of any kind.

Floor, wall and worktop coverings must be made of authorised materials which are waterproof, resistant, smooth, rot-resistant and easy to clean and disinfect.

Perishable goods presented for sale other than in tinned form, must be placed under a suitable temperature according to their storage fragility and presented in refrigerated display stands.

Animals are not authorised on food stands, in kitchens or restaurant storerooms.

Utmost personal and clothing cleanliness is required of employees handling foodstuffs.

All foodstuffs must come from approved sources. Seafood must include a visible hygiene label and must be opened only at the time of preparation.

In order to comply with the Food and Hygiene General Regulation, stand-owners are required to take the following measures:

#### STANDARD CATERING STANDS / SEATED DINING

The kitchen area must be covered, separated from the dining area and avail of an exit to the outside.

It must contain:

- A standard handwashing basin with automatic operation, **hot and cold running water**, liquid soap and non-reusable hand towels, connected to water supply and drainage networks,
- o A sufficient number of refrigerators,
- Floor, wall and worktop coverings must be made of authorised materials which are waterproof, resistant, smooth, rot-resistant and **easy** to clean, wash and disinfect,
- o A dish and pot-washer equipped with hot and cold water,
- o Efficient ventilation and smoke extraction.

#### FAST FOOD STANDS

For stands offering sandwiches, croque monsieurs, pizzas and pastries, exhibitors must ensure:

- o Effective protection for food displays,
- Refrigeration for perishable goods (storage and display),
- A standard hand-washing basin with automatic operation, **hot and cold running water**, liquid soap and non-reusable hand towels, connected to water supply and drainage networks,
- o Floor, wall and worktop coverings must be made of hard materials which are waterproof, smooth, and easy to clean and disinfect.

For stands requiring no food preparation or handling (dried and tinned goods), exhibitors must ensure:

- o Protective displays for food for sale,
- o Refrigeration for perishable goods (storage and display).

#### OBLIGATION

Catering stands must close at least one hour before the official closing time of the event.

#### • TO CONSULT THE REGULATIONS

The Departmental Health Regulation, Ministerial Decree and Prefectural Decree are available for consultation from the Safety Department of Congrès et Expositions de Bordeaux.

Inspections may be carried out by the Directorate General for Competition, Consumption and Fraud Control (DGCCRF in French) and veterinary services.

### 7. EVENT REGULATIONS

#### Preamble

These specific regulations set out the special conditions for the services supplied to the exhibitor by the organiser. They are complemented, as needed, by the auxiliary provisions of the Règlement général des manifestations commerciales (RGMC/2015) of UNIMEV, a professional federation of which the organiser is a member. The exhibitor acknowledges having read these regulations and, failing access to internet, agrees to request the organiser to send them via mail prior to signature of the contract. In any case, the exhibitor acknowledges acceptance of all the terms of these regulations, which apply to all events organised by Congrès et Expositions de Bordeaux (CEB).

#### ARTICLE 1er - MANAGEMENT OF THE EVENT ORGANISATION

Management of space allocation by the organiser – The organiser establishes the event floor plan and freely allocates spaces, taking into account, as far as it is possible, the wishes expressed by the exhibitor as well as the date on which the application was registered.

#### ARTICLE 2 – EXAMINATION OF ADMISSION REQUESTS

Exhibitor entitlement to represent a brand – Only a limited number of spaces are granted per brand. In the case where the admission request is not submitted by the producer of the presented products or services, the applicant must provide justification of their right to market the aforementioned products

#### or services.

Examination - The organiser rules on the application, after prior examination. The organiser reserves the right to assess and verify the following non-exhaustive list of elements:

- Compatibility of their activity with the nomenclature of the event,

- Relevance of their product and service offer to the positioning of the event,

- Exhibitor's compliance with security, control and safety measures imposed by the authorities or the organiser during previous editions of the event,

Any applications from applicants with debts pending to the organiser and/or in litigation with the organiser will not be taken into account.

Refused applicants may not invoke the fact that they were admitted to previous sessions, nor may they argue that their application was requested by the organiser. The applicant may not invoke any correspondence exchanged with the organiser or the payment of the price or deposit, nor the publication of their name on any list whatsoever as evidence of their admission.

Notification of admission – Only written notification of admission is valid as admission and fixes the date of commencement of the contract between the parties, whether a deposit has been made or not. Refusal of the admission request does not give rise to any compensation. The admission has no bearing on any entitlement for admission to a future edition. The application processing fees or registration fees remain the property of the organiser regardless of the outcome of the admission request.

#### **ARTICLE 3 – EXHIBITOR OBLIGATIONS**

Formation of the contract – The admission notification binds the applicant finally and irrevocably, without prejudice to the application of conditions stipulated in Article 6, if participation in the event is cancelled by the exhibitor.

Occupation of the exhibition space - In accordance with the conditions determined in the exhibitor's handbook, the exhibitor is obliged to occupy the stand or allocated space at least 24 hours prior to the opening of the event, to leave it set up until the closing of the exhibition and to not remove displayed merchandise

until after the end the event.

Exhibitor commitments – Upon signing the admission request, the applicant is committed to respect the special contractual terms that may have been

negotiated with the organiser, general sales terms, and notably those contained in these regulations, as well as the policing and security measures prescribed by the authorities or the organiser.

Penalty for non-compliance to contractual commitments - Any breaches of the commitments referred to in the previous paragraph can lead to the exhibitor's immediate, temporary or permanent exclusion, without any compensation or refund of the amount paid and without prejudice to any proceedings that can be brought against them.

#### ARTICLE 4 – DOMICILE

Temporary declaration of domicile on the site – For the entire duration of the exhibition, including periods of installation and dismantling, the exhibitor states their domicile as being the space that has been allocated to them on the site.

#### ARTICLE 5 - PAYMENT OF THE PRICE

Methods of payment – The price is paid by the means detailed in the admission request made either in writing or via internet.

Late payment penalties – All amounts payable to the organiser, and not paid by the due date, shall incur interest, without the need for formal notice, the

interest being calculated at the interest rate applied by the ECB to its most recent refinancing operation, plus seven points. Furthermore, in accordance

with Decree n°2012-11-15, the debtor with an overdue payment will automatically be liable for a flat-rate recovery fee of 240. In the event of legal proceedings for non-payment, the organiser reserves the right to impose an irreducible flat-rate penalty equal to 15% of the amount due, without prejudice to any other request for damages or indemnities on the basis of Article 700 NCPC.

Organiser's right of lien to the exhibitor's goods - It is expressly agreed that the installations, equipment and goods located in the exhibition area and attributed to the exhibitor are specifically pledged to the benefit of the organiser to secure payment of any sums due. In the event of any failure to pay the sums due, in application of the present contract, the organiser may invoke this pledge to retain these goods until full payment has been made. In this case, further to formal notice referring to this clause, the organiser may carry out an inventory, by act of a judicial officer, of the goods thus retained and may oppose their removal.

#### ARTICLE 6 - NON-OCCUPANCY

No-show of an exhibitor prior to the opening – The exhibition spaces for which the organiser has received written notice of non-participation by the exhibitor, irrespective of the reasons, may be assigned by the organiser to another exhibitor, and without the exhibitor having any claim to a reimbursement of the monies owed, in accordance with the cancellation terms stated below.

Cancellation – In the event of early termination of the participation contract, leading to annulment of the exhibitor's participation in the event, the exhibitor is obliged to pay the organiser a cancellation indemnity fixed in accordance with the following terms:

-A flat fee corresponding to the administrative fees incurred if the withdrawal occurs more than 6 months prior to the event,

- 40% of the amount excluding VAT of the price of exhibition space rental fixed in the contract if the withdrawal occurs between 1 May and 15 September 2020,

 - 80% of the amount excluding VAT of the price of exhibition space rental fixed in the contract if the withdrawal occurs between 16 September and 30 October 2020,

- 100% of the amount excluding VAT of the price exhibition space rental fixed in the contract if the withdrawal occurs from 1 November 2020.

#### ARTICLE 7 – UNFORESEEN CIRCUMSTANCES

With regard to the provision of the services in question, the exhibitor and organiser agree to exclude the application of the provisions of Article 1195 of the French Civil Code.

#### ARTICLE 8 - PROHIBITION OF SALE OR SUB-LETTING

Prohibited in principle – The sale of all or part of the allocated exhibition space is prohibited.

Exception - However, with the organiser's consent, several operators of a similar profession may occupy a stand together, provided that each of them has previously paid the administrative fee.

#### **ARTICLE 9 - DECLARATION OF THE ITEMS PRESENT**

Reporting obligation – In their admission request, the exhibitor declares a complete list of the products they wish to present. If they are agents of or commissioned by third parties, they must state the names and addresses of the business for which they wish to exhibit products. They return the required sworn certification forms to the organiser, attesting to their rights to distribute the products or services concerned.

Penalty for non-declaration by the exhibitor – The organiser reserves the right to systematically remove all products that are not indicated in the admission application or to proceed with the expulsion of the exhibitor who has not been approved under the aforementioned terms, without prejudice to the application of penalties provided for under Article 3 of these regulations.

#### **ARTICLE 10 – PROHIBITED PRODUCTS**

Prohibited within the event grounds – Materials of an explosive nature and generally all dangerous or harmful products, as well as all objects that can be

turned into a weapon, are not admitted in the event grounds. It is prohibited to operate appliances, or to install or distribute objects likely to cause a nuisance or danger to other exhibitors or their visitors. It is equally prohibited to light fires in the exhibition halls.

## ARTICLE 11 - INVENTORY OF FIXTURES AND INTEGRITY OF THE EXHIBITION SPACE

Inventory – Upon taking possession of the allocated exhibition space, the exhibitor records any possible degradation affecting the allocated exhibition space and notifies the organiser on the same day. Once this deadline has passed, all repairs are to be undertaken at the exhibitor's cost.

Respect for the integrity of the site – Irrespective of the exhibition space allocated, it is prohibited to dig into the ground, cut into or damage, in any way, the partitions, floor coverings or ceilings and all material supplied by the organiser.

Conformity and safety of the installations – Its is strictly prohibited to install platforms, chairs, drives or engines, or to use the stand's dividers, posts or surfaces as bearers of weight or mechanical force ; the exhibitor is fully responsible for any breach in the event of deterioration, impairment to neighbours or accident, without prejudice to the application of penalties provided for under Article 3 of these regulations.

#### ARTICLE 12 – ARCHITECTURE COMMISSION

Examination of the exhibitor's construction projects - A commission is responsible, within the context of the general definition of the design of the event decided upon and imposed by the organiser, to examine all

construction or installation projects which might be envisaged by the exhibitors (mezzanines, advertising or decorative patterns, luminous signs, animations...).

#### ARTICLE 13 - SPECIAL WORKS

Declaration to the organiser – The exhibitor whose installations require special works (levelling, piping, removal of dividing walls, adjusting floors...) must declare this in the 'observations' section of the admission application by indicating, as far as possible, their extent. The organiser will bear the costs of the removal of dividing walls, as well as those of adjusting floors, excluding all other works, on the condition that they are notified of the requirements one month prior to the opening of the event; beyond this date, these diverse modifications will be at the exhibitor's costs.

#### ARTICLE 14 - THE USE OF SERVICE PROVISIONS BY SUB-CONTRACTORS

Sub-contracting – The exhibitor may, if they so wish, and entirely at their own responsibility, entrust service providers, referred to as subcontractors, with all or part of the furnishing of the exhibition space that has been allocated to them, on condition that these aforementioned service providers have not been previously involved in a significant dispute with the organiser and that the contracts concluded with these service-providers comprise:

- as an integral element, all the clauses of the organiser's general terms of sale which may concern them, and not contain any provision that modifies or convenes them;

- a clause waiving any action by the exhibitor's sub-contractors against the organiser, for any direct or indirect, material or immaterial damage that the latter might cause to the exhibitor, to their sub-contractors, to their assets, their representatives or their assets;

- the commitment made by the exhibitor's sub-contractors to obtain an identical waiver of any recourse from their insurance companies.

A waiver of recourse by the sub-contractors against the organiser – The exhibitor guarantees the organiser that the waivers of recourse referred to above are actually agreed by the sub-contractors and their insurance companies, and agrees to compensate the organiser for any direct or indirect consequences of each action, legal or otherwise, that the exhibitor's sub-contractors, their representatives or their insurance companies may formulate or file against the organiser, including the fees and expenses that the latter might incur to protect their rights.

Exhibitor's responsibility resulting from the actions of their cocontractors – The fact that the exhibitor enters into a contract with subcontractors does not

in any way change the contractual relations between themselves and the organiser; the exhibitor remains solely liable with regards to the organiser for the perfect execution of the contract. The exhibitor's subcontractors are, from the organiser's perspective, considered as having a mandate to act in place of the exhibitor.

#### ARTICLE 15 – DEMONSTRATION MACHINERY AND EQUIPMENT

Declaration to the safety officer - All demonstration machinery must be declared to the safety officer. Demonstrations must always be free for visitors.

#### ARTICLE 16 - SIGNS, POSTERS AND BANNERS

Strict regulation for the affixing of signs and posters – It is prohibited to place publicity panels or signs outside the stands at points other than those reserved for this purpose. In the event of any infringement, the organiser will have the items that contravene these regulations removed at the costs, risks and liability of the exhibitor, and without any prior notice.

Prohibition of banners – Banners are strictly prohibited in any case.

#### ARTICLE 17 – GIFT VOUCHERS

Acceptance of gift vouchers and invoicing to the organiser - The exhibitors undertake to accept gift vouchers that may be put into circulation by the organiser on the occasion of the event. The sales and the provision of services realised in exchange for these gift vouchers will

be invoiced to CEB directly upon presentation of the aforementioned gift vouchers.

#### ARTICLE 18 - VACATING THE EXHIBITION SPACES

Deadline for vacating the spaces – At the latest, the exhibition spaces are to be vacated 48 hours after the closing date of the event. The exhibitor is committed to act diligently and to undertake, with extreme urgency, all action including that of a judicial nature, in order for the site to be effectively restored to the organiser in good working order.

Breach of duty by the exhibitor - If, for whatever reason, the exhibition space has suffered damage or is not in a state of normal usage, the organiser may,

by using all means available, undertake or arrange its complete evacuation and the necessary restoration; the exhibitor hereby authorising them:

- to destroy all consumable equipment and installations;

- to move and to store, as the organiser deems fit, all the other installations, equipment and property found on the site, which may be sold or destroyed

after formal notice remains unacknowledged for a period of 5 days;

- to restore the site to the condition in which it should be;

- to undertake the works required.

All costs are at the expense of the exhibitor, who is expressly prohibited from any recourse against the organiser concerning the destruction, removal or

storage, restoration works, or of their consequences.

#### ARTICLE 19 - MANDATORY INSURANCE

Insurance obligations – The exhibitor is required to take out, with the insurer approved by the organiser, all insurances covering the risks that they and their personnel take, or have third parties take.

Risks covered – The insurance premium covers:

- the exhibited merchandise and materials, fittings and installations of the stand for an initial risk of fifteen thousand three hundred euros (215,300). The guarantee from which the exhibitor benefits is strictly limited to material damage, excluding the deprivation of use, loss of profits, loss of earnings etc.

Thefts during the periods of assembly and dismantling are not covered by the guarantee.

- the exhibitor's civil responsibility towards third-parties for all physical, material or immaterial damage resulting from his activity and that of his representatives.

Waiver of any recourse – The exhibitor waives any recourse that they may have the right to exercise against the organiser, the owner of the exhibition site or their insurers, for all physical, material or immaterial damage of which they may be a victim; such a waiver applies for all of their representatives.

#### ARTICLE 20 – FOOD PRODUCTS

Food safety regulations – Exhibitors presenting food products must respect the regulations in force, especially those concerning food safety, hygiene as well as the operating procedures in place. The exhibitor is solely responsible for the consequences, especially in the event of food poisoning, and waives all recourse against CEB.

#### ARTICLE 21 - WORKING CONDITIONS ON THE EXHIBITION SITE

Labour regulations – During the assembly, dismantling and throughout the course of the event, the exhibitor commits to only employ persons duly declared and in conditions determined by the law and regulations in force concerning working conditions. The same constraints are imposed on their subcontractors.

Inspections - Inspections are likely to be carried out during the assembly, running and dismantling of the event. A Health and Safety Officer (SPS) may be assigned by the organiser and may issue observations on the working conditions.

ARTICLE 22 - COMMERCIAL PRACTICES

Strict regulation on the practice of soliciting clients – The distribution of documents may only take place within the stands. Similarly, visitors must not be impeded during their visit nor stopped in the aisles. It is strictly prohibited to shout or use a microphone to advertise and solicit. Failure to comply with these provisions will be the subject of a written report by the organiser on the basis of which they will notably be justified in refusing the exhibitor's participation in future events. The advertising of prices and the distribution of promotional objects are subject to the general regulations. It is prohibited to make any advertising in favour of products other than those designated on the admission application. So-called 'upselling' is strictly prohibited. When an exhibitor's behaviour causes a serious breach to the security or the peaceful nature of the event, the organiser may decide, after formal notice to cease these actions remains without effect, to cut the electricity supply and close their exhibition space.

#### ARTICLE 23 – SOUND EQUIPMENT FOR THE EXHIBITION SPACES

Sound equipment - Microphones are strictly prohibited. The sound level may not exceed the accepted norms regarding noise under penalty of suspension without notice of the power supply, following an initial warning.

Media partnership – All exhibitors using the services of a media, such as local radio, are to inform CEB of the fact at least two months prior to the opening of the event.

SACEM - All broadcasts of recorded music must be subject to a declaration made to SACEM.

#### **ARTICLE 24 – IMAGE REPRODUCTION RIGHTS**

Authorisation – The exhibitor expressly and graciously authorises the organiser – and obtains such an authorisation from their co-contractors – to use and publish their name and address as well as their image within the exclusive framework of the event, as well as for all advertising or promotional campaigns associated with to the event for **a** duration of two editions of the event, as of the signature of the application for participation.

Right of access to personal data - The organiser, in its capacity as data controller, processes the exhibitor's personal data for the purposes of their application to participate in the event. The data collected is subject to computerised processing to enable the execution of the contract and must thus be provided. Data will be stored in accordance with the legal time limits imposed on Congrès et Expositions de Bordeaux relative to its fiscal and social obligations. The exhibitor's personal data is stored for the duration of their business dealings with the organiser and then for a period of five years as of the last expression of interest on the part of the exhibitor. According to the exhibitor's choices, based on consent which they may withdraw at any time, the latter may receive commercial offers and news relative to the organiser's activity. Each party undertakes to comply with their obligations in accordance with the legislation in effect relative to the protection of personal data, including those set out in the 'Computers and Freedom' law of 6 January 1978 and General Data Protection Regulation 2016/679. In particular, they guarantee that the rights of the persons concerned by the use of their personal data in the framework of the present contract will be complied with: the rights of access, rectification, deletion and opposition, right to the limitation of processing, the portability of data and the right not to be subject to an automated individual decision. The exhibitor may exercise this right by contacting CEB SAS, Data Protection Officer, Rue Jean Samazeuilh, CS 20088 – 33070 Bordeaux Cedex or at: dpo@bordeaux-expo.com. In the event the CEB fails to provide a satisfactory response, the exhibitor may lodge a complaint with the French National Commission on Informatics and Liberty (CNIL).

#### **ARTICLE 25 – STAND SECURITY**

Security of the site – Round-the-clock surveillance of Bordeaux Exhibition Centre is provided by CEB, but without assuming responsibility through the application of this provision.

Exhibitors presenting merchandise or samples for consumption on-site are strongly advised to reinforce the security of the exhibition spaces by placing locks on the access to merchandise storage areas.

Use of a service-provider – The exhibitor who wishes to use the services of a specific guard on their stand must unfailingly inform CEB – security service- e-mail : suretepex@bordeaux-expo.com - by means of a declaration written on official letterhead, stating the name of the company and the identity of the guard. No other individual will be admitted on the stand during the night.

#### ARTICLE 26 - POSTPONEMENT OR CANCELLATION OF THE EVENT

Postponement for imperative need - In the event of an imperative need, i.e., a situation rendering the holding of the event impossible in the initially planned conditions, the organiser reserves the right to modify the scheduled dates and venue prior to the event and with reasonable advance notice, without the exhibitor being entitled to claim any form of compensation, provided that this does not substantially modify the initial contract signed between the organiser and the exhibitor. The contract shall remain in effect for the new dates of the event, provided that the postponement of the event occurs within 6 months at most after the period initially scheduled.

Cancellation for definitive impediment – If, in the event of an event of force majeure or any event which is beyond the control of the organiser, such as (non-exhaustive list):

- Epidemic or other critical health situation
- Extreme weather conditions
- Nationwide or regional strikes or labour movements
- Disruption of transport means resulting in serious difficulties in accessing the site
- Threat of a terrorist attack or armed conflict,

access to the venue hosting the event becomes impossible, the organiser may decide to cancel the event and notify the exhibitors of the cancellation of accepted applications, without such decision opening the right to compensation.

Administrative costs shall be non-refundable, regardless of the date on which the decision is made to cancel the event due to definitive impediment.

Allocation of the remaining funds – The remaining funds available, after payment of all expenses incurred, will be divided among the exhibitors on a pro

rata basis for the amounts received, without the exhibitors being able to exercise a right of recourse to request monetary damages.

Cancellation due to an insufficient number of admissions – The organiser may cancel or postpone the event if they observe a clearly insufficient number of admissions. The admitted exhibitor will be refunded the amounts paid. Until the registration closing date, the exhibitor assumes all risks related to the possible non-realisation of the event and notably the cost exclusive of the fees that they will have had to commit to in preparation of the event.

#### ARTICLE 27 – ASSIGNMENT OF JURISDICTION

Any dispute relating to the formation, execution and interpretation of the agreemnt binding the parties falls within the exclusive jurisdiction of the Courts of Bordeaux

### 8. SAFETY REGULATIONS

#### REGULATIONS

Bordeaux Exhibition Centre is a Public Access Building (ERP in French) with regard to the French Construction and Housing Code.

Decree of 23 March 1965 amended and Decree of 25 June 1980 amended;

Decree of 18 November 1987 amended, relative to exhibition venues; Decree of 21 June 1982 amended, relative to restaurants and bars (ERP rules).

The present document constitutes the specifications brief for the event provided for in Article T5§3 of the Decree of 18 November 1987 amended.

The Bordeaux Exhibition Centre venue has a specific specifications brief which serves as a reference for the Exhibitors' Guide. This specifications brief is available for consultation on request.

#### **OBLIGATIONS OF EXHIBITORS AND STAND LESSEES**

Exhibitors and stand lessees must apply and comply with the various safety rules presented in this document, in addition to applicable legislation.

As of the start of installation works to the stands, they may be inspected by the relevant teams of Congrès et Expositions de Bordeaux. Exhibitors and stand lessees may not withdraw from or oppose this inspection.

All works must be completed prior to the works delivery inspection by the Departmental Safety and Access Advisory Commission (CCDSA) and/or the safety officer (generally as of 9am on the day before opening). All measures are to be taken to ensure that the members of the CCDSA or the safety officer may inspect all fittings in detail (inspection procedure at the discretion of CCDSA members or the safety officer).

The exhibitor or their agent must provide CCDSA members with full information relative to the fittings and materials specified in Article T21, with the exception of those subject to a quality certificate.

To facilitate the visit of the CCDSA, CEB inspection teams collect the various obligatory regulatory documents. They may also provide advice and assistance to exhibitors on request (oral or written).

M classification and Euroclass correspondence		
FLOOR	For	
Regulatory requirement	Euroclass Minimum accepted	the use of
Non-combustible	A1 Fl	450 01
M0	A2 FI s1	
	A2 Fl s1/s2	
M3	B FI s1/s2	
	C Fl s1/s2	
M4	D FI s1/s2	

specific equipment, the exhibitor may be required to request a prior, written declaration from CEB, at least 30 days before the public opening.

The present document shall be made public to the members of the CCDSA.

REACTION TO FIRE OF STAND FITTING MATERIALS

#### In general:

In the present chapter, with regard to reaction to fire of fittings and according to French regulations:

MO refers to 'non-combustible' M1 refers to 'non-flammable' M2 refers to 'low flammability' M3 refers to 'medium flammability' M4 refers to 'highly flammable'

The fire classification of materials is attested to by a reaction to fire certificate. This document, issued by a laboratory approved by the Ministry of the Interior, must be provided to you by your supplier. It is the sole guarantee. A copy of this certificate, under validation, must be provided to the CEB inspection teams.

#### Framework

Frameworks must be made of MO, M1 or M2 material. However, wooden frameworks of 24MM and over are authorised without specific protection. Wooden frameworks under 24mm are not classified and must be treated with fire retardant.

M classification and Euroclass correspondence				
PRODUCTS OTHER THAN FLOORING				
Regulatory Requirement	Euroclass Minimum accepted			
Non-combustible	A1			
MO	A2 s1 d0			
M1	A2 s1/s2/s3 d0/d1 B s1/s2/s3 d0/d1			
M2	C s1/s2/s3 d0/d1			
M3	D s1/s2/s3 d0/d1			
M4 non-drip	D s1/s2/s3 d0			
M4	All classes except E d2 and F			

#### Partition panels

Partition panels must be made of MO, M1, M2 or M3 material. Wooden partitions which do not comply with these provisions must be fire-resistant.

#### Partition cladding

Partition cladding must be made of MO, M1 or M2 material. The following partition claddings are prohibited under all circumstances:

- carpet, whether hanging, stapled or glued,
- plaques, panels or sheets made of expanded plastic which is not at least 'low flammability' (M2),
- flexible cellulose chipboard.

#### Floor coverings

All floor coverings must be category MO, M1, M2 or M3.

COVERED STAND AND 2-LEVEL STAND

Form n°06

#### Covered stands

In general, the installation of ceilings or fittings forming a ceiling is strictly prohibited so as not to interfere with the action of water sprinklers (automatic fire extinction device in the ceiling of the exhibition halls).

However, a certain easing of this rule is authorised in compliance with the following rules:

Honeycomb-type structures made of M0, M1 or M2 materials (at least 50% opening),

Alternating elements made of MO, M1 or M2 materials, placed in a chequer pattern to form a semi-open ceiling (50%), Vertical strips in thin MO, M1 or M2 materials, placed at least 20cm apart,

Horizontal strips in thin M0, M1 or M2 materials, provided their width does not exceed 1 metre and they are separated by a space which is at least equal to their width.

Perforated panels made of MO or M1 materials, provided the openings correspond to 50% of the panel surface, loose-weave fabrics with a low resistance to water flow. These fabrics must be at least categories MO, M1 or M2.

#### In all cases:

- fittings forming the ceiling must be made of non-drip materials in the event of a fire (weave equal to or over 5mm).

The distance between two covered stands must be at least 4m.

If the covered surface is between 20m<sup>2</sup> and 50m<sup>2</sup>, the exhibitor is required to have a water additive fire extinguisher (minimum 6 litres, extinguisher provided to the exhibitor at their expense).

If the covered surface is between  $51m^2$  and  $300m^2$ , the exhibitor is required to have:

- a water additive fire extinguisher (minimum 6 litres, extinguisher provided to the exhibitor at their expense).

- a self-contained emergency lighting unit per  $100 \mbox{m}^2$  section, with at least one unit.

The covered surface may not exceed 300m<sup>2</sup> under any circumstances.

#### Authorisation: Form n°06

Applications for authorisation must be sent to CEB **at least 30 days prior** to the start of the fair. This application must specify:

- Gross surface
- Covered surface
- Type of cover (filled ceiling, awning, type of
- cover, etc.)
- - Fixation system
- Overall design plan

#### 2-Level stand

If a service is provided on the upper level, the same service, with identical conditions of quality, must be available on the ground level for persons unable to access the upper level.

The ground level must be designed so as to facilitate access for all. The ground and upper level must each contain a water additive extinguisher (minimum 6 litres).

#### Authorisation: Form n°06

Applications for authorisation must be sent to CEB **at least 30 days prior** to the start of the fair. This application must specify:

- Gross ground surface area
- Gross upper-level surface area
- Area of upper level open to the public
- Number and width of stairs
- (Minimum 1.20m)
- Overall design plan
- Design plan of each facade
- Type of activity on upper level
- Copy of inspection certificate at the origin of the 2-level stand
- Name of the inspection body assigned to assembly checks in situ
- Date of inspection visit for in situ check

#### ELECTRICAL FITTINGS

Congrès et Expositions de Bordeaux will provide exhibitors with "semi-permanent" electricity units for the power supply ordered. This units are equipped with a 30 mA circuit breaker.

The day before the opening of the event, an electrical inspector commissioned by CEB will inspect specific installations on stands (probe checking). This inspection is obligatory and may not be opposed.

Special installations on stands must be carried out by persons with specific knowledge of the particular risks of the event, and skilled in planning and executing works in compliance with the safety regulations. Electrical assembly is subject to a statement on honour of compliance with standards in effect.

The semi-permanent electricity unit must be out of public reach, while remaining easily accessible to stand employees and CEB fire safety and service provider teams.

Wiring may be attached to the temporary stand fittings. This wiring must be flexible and earthed, for a minimum voltage of at least 500 volts.

Plug sockets must be connected to circuits with protective devices against power surges

with a nominal current up to 16 A. Any device requiring additional power must be supplied by a specially adapted circuit.

The use of a multi-adapter or multi-plug outlet connected to a fixed socket is prohibited.

If, exceptionally, Category 0 exhibit equipment is to be powered, it must be protected by a rated residual current device up to 30 mA.

Category 1 devices must be connected to the protective conductor in their power supply wiring. The use of individual protective earth plugs is prohibited.

Outdoor electrical fittings must meet category IP44 at the least.

The use of individual protective earth plugs is prohibited.

#### Neon lights and discharge lamps

The use of this type of equipment is subject to a declaration. Applications must be sent at least 30 days prior to the opening of the event to the Fire Safety Department of Congrès et Expositions de Bordeaux, Rue Jean Samazeuilh - CS 20088 -33070 Bordeaux Cedex), and must specify:

- the type of equipment used

- voltage range

- technical documentation must also be provided.

Neon lighting (display signs, etc.) and high-voltage discharge lamps must be fitted in compliance with the rules of Standard NF C 15-150. If enclosed in insulating sheaths, these must be made of category M3 material.

The power switch specified in Article 5 of NF C 15-150 may be combined with the main circuit breaker of the semipermanent unit.

Please note that CEB may impose the presence of a 2kg CO2 (carbon dioxide) extinguisher on the stand.

#### FIRE SAFETY

In general, fittings must not conceal signs or hamper access to safety equipment, which includes:

- Fire hydrants (Fire hose cabinets)
- Extinguishers or extinguisher cabinets
- Fire alarm units (red boxes of 10 to 15cm in length)
- Smoke vent control panels
- Outdoor fire hydrants (parked cars)
- Emergency exits
- Evacuation marker lights

When an extinguisher is required on a stand, the exhibitor or their agent must ensure the presence of a person trained in its use, during public opening hours.

If the event of an emergency, the halls are equipped with extinguishers which may be used by the general public. The use of fire hydrants is reserved to safety teams or duly-trained CEB employees. For outdoor activities, please note that each kitchen is equipped with at least one 6-litre water additive extinguisher.

#### PROHIBITED PRODUCTS

The following products are prohibited on stands (unless specifically authorised by CCDSA and CEB):

- samples or products for distribution containing flammable gas
- balloons inflated with toxic, irritant or inflammable gas
- combustible gas
- redox inhibitor gas
- celluloid items

- pyrotechnical and explosive items
- ethylene oxide, sulphur, carbon oxide, ether sulphate and acetone firearms
- ammonium nitrate or sodium chlorate-based products
- acetylene, oxygen and hydrogen

#### USE OF FUELS

'Use of fuels' is defined as the use in the presence of the public, by an exhibitor, stand lessee or any agent, of inflammable materials for combustion or non-combustion fuels, in solid, liquid or gas form.

#### Inflammable solids

Subject to authorisation, exhibitors, stand lessees or their agents must comply with the following rules:

- clean and orderly storage

- maximum storage on the stand equal to the amount required per daily operation with a maximum of 0.5 stere or 3 bags of wood pellets - the stand must be equipped with a 6-litre (minimum) water additive fire extinguisher

- storage must be out of the reach of the public, but accessible to safety teams

#### Inflammable liquids

Subject to authorisation, exhibitors, stand lessees or their agents must comply with the following rules:

- 10 litres of category 2 inflammable liquid (fuel oil, diesel, alcohol at 40° or above) - 5 litres of category 1 inflammable liquids (benzene, toluene, hexane, butanol, xylene, turpentine spirit)

- highly flammable liquids (ethyl oxide, carbon sulphur, ether) are prohibited

- the stand must be equipped with a 6-litre (minimum) water additive fire extinguisher

To determine the category of a product, you must know the 'flashpoint' of the liquid in question, i.e., the temperature at which the fumes become inflammable. For your convenience, you may request further information from the CEB Fire Safety Department. Please include the specifications of the product in question.

#### Inflammable gases

The use of inflammable gases within the Bordeaux Exhibition Centre venue is strictly prohibited.

#### Authorisation: Form n°06

The presentation and/or use of equipment with a heat point (stove, cooking range, deep-fat fryer, etc.) is subject to a declaration. This declaration must be sent to CEB at least 30 days prior to the start of the fair.

#### LIST OF EQUIPMENT SUBJECT TO DECLARATION

- Exhibition machinery presented in operation
- Electric or fuel engines presented in operation
- Motorcycles, cars, lorries or buses, etc. (road vehicles)
- Boats
- Pool shells

- The presence of lasers on a stand (whether intended for operation or not)
- Smoke generators
- Combustible gas
- Inflammable solids, liquids or gases
- Inert gases (e.g., helium, carbon dioxide, etc.)
- Radioactive sources
- X-rays
- Use of a heat point (T°50°C)
- 2-level stands (see the section on "2-level stands")
- Covered stands installation of a ceiling or awning
- (See "Covered stands")

Marquees, tents and temporary structures

#### Authorisation: Form n°06

Application for authorisation to be sent to CEB at least 30 days prior to opening.

#### EXHIBITORS SUBJECT TO SPECIFIC ARRANGEMENTS

#### Exhibitors from the recreational vehicle sector must:

- Submit a stand design plan for approval by the CEB Safety Officer, **30 days prior** to the opening of the event. In the event of non-compliance or non-execution of the design plan, the exhibitor must comply with the instructions issued by the Safety Officer during setting-up. Failure to do so may lead to the closure of the stand at the exhibitor's sole liability.

#### Caterers must:

- Provide the dining area floor occupation plan, specifying the main pathway to exits (1.40m in width), 30 days prior to the start of the event

- The dining area must include at least two exits (1.40m wide), at least 5 metres apart (for a surface area under 500m<sup>2</sup>)

- The bar counter must be equipped with a valid 2kg CO2 fire extinguisher

- The bar counter must include a section at a height of 0.70m to 0.80m ('Disabled' counter)

#### Exhibitors with an outdoor marquee, tent or covered shelter must:

obtain written authorisation from CEB.

- Provide the contact details of the fitter
- Present the extract from the Safety Register

- Install one or more self-contained emergency lighting units (at least one unit per emergency exit)

The above rules add to those applicable to fittings inside marquees, tents and temporary structures.

#### Exhibitors of stoves or similar equipment must:

- Comply with Chapter VIII with regard to fuels used
- Obtain prior written authorisation from CEB
- Implement all protective measures to prevent
- direct access to flames and direct or indirect access to a heat point - Present equipment in compliance with EN / NF standards
- Exhibited equipment must be stable and free of risk

for persons moving through communal areas.

#### ACCESS FOR DISABLED PERSONS

The applicable regulation for the welcoming of disabled persons takes into account all forms of disability. Obligations for exhibitors and CEB thus evolve from year to year.

When designing your exhibition space, the following specificities and concerns related to various forms of disability must be taken into account (non-exhaustive list):

- Wheelchair users
- Persons with difficulty of movement (e.g., elderly people, pregnant women, etc.)
- Blindness or impaired vision (reduced field of vision)
- Colour blindness, achromatopsia
- Reduced (or no) perception of volume and relief
- Dwarfism, etc.

#### Welcome desk, bar or counter

- These elements must be accessible from a seated position:
- Height between 0.70m and 0.80m
- Horizontal surface 0.30m in depth
- Minimum width of 0.60m
- Adequate lighting (200 lux)

#### Stand carpet colour / Aisle carpet colour

Aisle carpet colour is chosen by CEB. The carpet on your stand must contrast strongly with that of the aisle.

#### Slope and access ramp

Raised stands:

A raise of under 2cm is not subject to any particular requirement. However, a 45° chamfer is recommended.

For a raise between 2cm and 20cm, a 1-metre access ramp at a 10% slope is required.

Bordeaux Exhibition Centre holds a special derogation authorising the use of a 10% ramp (10cm rise for 1 metre in length). Exhibitors may install two successive 10% ramps provided that these ramps are separated by a horizontal landing.

A raise of over 20cm requires a ramp measuring:

- 1.40 m wide minimum
- 5 % slope maximum
- A conveniently located horizontal resting area with a maximum 10 m ramp.

#### REGULATIONS APPLICABLE TO WORKERS AND THEIR EQUIPMENT

#### General framework

For a clear understanding of this title, the three phases of activity linked to this event are to be identified and differentiated:

Setting up,

- Opening to the public, which consists of two elements:
- Actual public opening hours (cash desks open)
- Night-time closing hours
- Dismantling.

#### Setting up

The period from the date of arrival of exhibitors (or their agents) and the date of the first opening to the public. This period is devoted to the erection of stands and individual stand fitting. The setting-up date is specified in the various documents transmitted by the organiser and in particular the practical guide.

#### Public opening hours

The actual opening hours to the public. The period from the opening to the closing of cash desks to the public, throughout the duration of the event.

#### Night-time closing hours

The period from the closing to the opening of cash desks to the public, throughout the duration of the event, as of its official opening and up to its closure.

#### Dismantling

The period following the official closure of the event, after which the public is no longer admitted to the venue.

#### Setting-up and dismantling

Activity during the setting-up and dismantling periods is assimilated to that of a public works project. Simple but strict rules for safety, health and working conditions are to be complied with by all persons on site.

#### Works during setting-up and dismantling

During these phases, the Labour Code and various labour regulations are applicable to every worker present on site and particularly with regard to health, safety and working conditions.

#### Presentation of risks

To provide information on the risks present at Bordeaux Exhibition Centre, Congrès et Expositions de Bordeaux has produced a brief document with the (non-exhaustive) list of the main risks inherent to the setting-up and dismantling of fairs. This document, i.e., the risk prevention plan, is available from the organiser (Congrès et Expositions de Bordeaux, Risk Prevention and Management Department, Rue Jean Samazeuilh - CS 20088 - 33070 Bordeaux Cedex).

#### Co-activity management

Co-activity is defined as the work phases involving at least two companies simultaneously in areas which are independent in terms of health and/or work safety.

During the setting-up and dismantling phases, CEB calls on the services of a Health and Safety Coordinator (HSC) from the **Bureau Veritas inspection body**. The HSC produces an overall coordination plan for CEB customer companies. This document is available upon your arrival on site from the HSC or from the Risk Prevention and Management Department of CEB.

#### Phasing for delivery of bulky or voluminous goods

For the setting-up or installation of a large or particularly voluminous item (pool shell, camper-van, marquee or tent, etc.),

exhibitors, stand lessees or agents are requested to contact the technical and logistics head of the event at least 30 days prior to opening, in order to arrange the phasing of deliveries.

This application represents a derogation for delivery prior to the normal date for exhibitors. This enables CEB to establish an intervention schedule, thus providing exhibitors, stand lessees and agents with operation windows without co-activity or with a controlled and managed co-activity.

#### Use of special machinery

Special machinery is defined as any vehicle (motorised or not, regardless of the power source) requiring an authorisation for driving from the employer. The operation of special machinery is under the responsibility of the driver and their employer.

Driving authorisation: Special machinery users must have a safe driving aptitude certificate and driving authorisation issued by their employer. Each employer must inform their workers of the risks specific to the site and those related to co-activity. To this end, employers may contact the Risk Prevention and Management Department of CEB.

The safe driving aptitude certificate and driving authorisation must correspond to the vehicle in use.

Vehicle maintenance and inspection: Special machinery used on the Bordeaux Exhibition Centre site must be well maintained and in proper working order. The half-yearly inspection must be up to date, and CEB reserves the right to request proof or to prohibit access to the site of any vehicle failing to meet these requirements.

#### Hazardous works

Hazardous works may be carried out during the installation phase. Such works are carried out under the responsibility of the operator and their employer, and must not pose any risk to areas surrounding the work station (human or building).

Hot works: Hot works are defined as operations involving metal cutting and grinding, oxygen cutting, etc., or any other operation with a potential fire risk due to an ignition source. Hot works are subject to a declaration to the fire safety department. Fire permits are issued by CEB Fire Safety and Personal Assistance staff, at the safety desk of each hall.

Handling of heavy and bulky items: In addition to derogations issued by CEB, the handling of heavy or bulky items must be supervised by the CEB safety department. Prior to starting handling works inside a hall or outdoors, the operator must notify the safety desk in the relevant hall.

Use of machine tools The use of machine-tools is authorised provided that:

- the machine tool is in proper condition
- safety precautions are implemented prior
- to use
- the operator has sufficient space to execute their task correctly.

#### Personal protective equipment (PPE)

When an operation does not allow for the implementation of collective protection, or if the use of PPE is recommended, the operator and/or employer must provide suitable PPE. As with all public work sites, on-site workers must wear suitable clothing and safety shoes (EN345/346/347, S1P).

Depending on the operation, the use of PPE is required, such as handling gloves, goggles or face shield, upper airway (nose and mouth) mask, harness and safety hat (EN 812 at the least, if there is no risk of falling objects), etc. (non-exhaustive list).

## FORM N°





## APPLICATION FOR AUTHORISATION TEMPORARY BAR<sup>1</sup> RESTAURANT / TAKEAWAY SALE -2022

Prior to the opening of the event, exhibitors must obtain a temporary authorisation for the sale of alcoholic beverages, issued by the municipal authorities (city hall) for the duration of the event and applicable to the sale of category 1 to 3 beverages. Exhibitors wishing to sell category 4 and 5 beverages must hire a Licence IV from Congrès et Expositions de Bordeaux, the transfer of which shall be declared to the municipal authorities.

Free tasting with a view to sale (Art. 1587 of the Civil Code) is authorised by the Public Health Code.

APPLICATION FOR AUTHORISATION FOR A TEMPORARY <sup>1</sup> BAR				
Exhibitor at (Please tick the name of the event):				
FOIRE INTERNATIONALE COCOON ELECTRIC ROAD VDL BAD+				
VINITECH-SIFEL JUMPING INTERNATIONAL SALON DU JARDIN				
Exhibitor trading name				
Address:				
Telephone:				
Represented by:				
Date of birth:				
Place of birth:				
Nationality:				
Email:				

(1) Accompanying documents: Food hygiene training certificate for commercial catering establishments and/or operating licence

### TO BE RETURNED 30 DAYS PRIOR TO THE START OF THE EVENT AT THE LATEST

CONGRES ET EXPOSITIONS DE BORDEAUX Ophélie FAUQUE Rue Jean Samazeuilh - CS 20088 33070 Bordeaux Cedex Date, exhibitor's signature and stamp

Or by email: o.fauque@bordeaux-expo.com







## APPLICATION FORM INSURANCE POLICY N°RS 1700756 - 2022

Trading name	
Address	
Post code City	Country
Stand n°	

The organiser underwrites on your behalf, and via the FILHET ALLARD insurance company, a 1st loss guarantee, the amounts of which are detailed in the CONGRES ET EXPOSITIONS DE BORDEAUX information notice for the event specified. In the event of insufficient capital or the requirement of specific cover (options), the Exhibitor may request additional insurance via this form. In this case, please complete the present form, to be addressed to **Cabinet FILHET ALLARD & CIE**.

#### Cabinet FILHET ALLARD & CIE

Rue Cervantès Mérignac - 33 735 Bordeaux Cedex 9



RCS = BX393 666 581 (94B0011)

Financial cover and professional civil liability pursuant to Articles L. 530.1 and L.530.2 of the Insurance Code N° ORIAS 07 000 514- ORIAS WEBSITE: WWW.ORIAS.FR Tel. +33(0)5 56 34 65 00 - Fax +33(0)5 56 13 11 13

#### ADDITIONAL INSURANCE COVER TO BE PAID TO FILHET ALLARD & CIE

	Reminder of amount already insured (€)	Deductible	Additional amount (€) to be insured	Additional insurance rate	Premium incl. tax (€)
Additional capital on 1 <sup>st</sup> loss (*1)	<ul> <li>Jumping International: €7,650</li> <li>Coccon: €7,650</li> <li>Electric Road: €7,650</li> <li>Salon du Jardin: €7,650</li> <li>Foire Internationale: €15,300</li> <li>Salon des VDL: €15,300</li> <li>Vinitech-Sifel: €15,300</li> <li>BAD+: €15,300</li> </ul>	€1,000	x	1.20°/°° incl. tax	=
Jewellery and art works	Included in the 1 <sup>st</sup> loss above	€1,000	x	4.00°/°° incl. tax	=
Goods transport (European Union exclusively)	Void - Optional	Listed and pending examination by the Insurer	x	Pending specific examination by the Insurer	
Cancellation cover for exhibitors (*2)	Void - Optional	Void	Maximum capital of €10,000 per participant, covering registration fees for the event, and other costs incurred up to €2,500, subject to documentary proof	€40 incl. tax	= 

THIS INSURANCE FORM CONSTITUTES A RECEIPT, PROVIDING THAT PAYMENT HAS BEEN MADE PRIOR TO THE OFFICIAL OPENING OF THE EVENT. THE EXHIBITOR MAY NOT, UNDER ANY CIRCUMSTANCES, CLAIM THIS ADDITIONAL INSURANCE WITHOUT THE PRESENT DATED AND SIGNED FORM, IN ADDITION TO PROOF OF PAYMENT.

> Company stamp and applicant's signature: Accompanied by the written words 'read and approved'



## FORM N° 06 **APPLICATION FOR AUTHORISATION** EQUIPMENT IN OPERATION, FUEL, 2-LEVEL STAND, COVERED **STAND - 2022**

Exhibitors with a 2-level stand and/or covered stand, and/or presenting equipment in operation, and/or using fuel (see the safety regulations of the Exhibitors' Regulatory Guide), must complete and transmit this form at least 30 days prior to the opening of the event. The organiser reserves the right to stop demonstrations if the specified safety measures have not been complied with.

NAME OF EVENT:			
Sector	Hall	Aisle	Stand n°
Trading name			Company ID No. (SIRET)
Address			
Post codeCity			
File overseen by			
Tel Email			
USE OF FUEL (gas, petrol, diesel, etc.)			
Type of fuel:			
Amount on stand:			
Use:			
MACHINES IN OPERATION			
Type of equipment presented:			
Description of accompanying safety measures:			
2-LEVEL STAND – elements to be provided			
<ul> <li>Gross floor surface area</li> <li>Gross upper-level surface area</li> <li>Area of upper level open to the public</li> <li>Number and width of stairs (minimum 1.20m)</li> <li>Overall design plan</li> </ul>		- Copy of inspec	y on upper level ction certificate at the origin of the 2-level stan <b>nspection body assigned to assembly checks</b> ction visit for

in situ check

- Overall design plan
- Design plan of each facade

#### COVERED STAND - elements to be provided

- Gross surface
- Covered surface
- Type of cover (filled ceiling, awning, type of covering, etc.)
- Fixation system
- Overall design plan

TO BE RETURNED 30 DAYS PRIOR TO THE START OF THE EVENT AT THE LATEST **TO: CONGRES ET EXPOSITIONS DE BORDEAUX RISK PREVENTION AND FIRE SAFETY DEPARTMENT** Rue Jean Samazeuilh - CS 20088 - 33070 BORDEAUX CEDEX

Date, exhibitor's signature and stamp