



Eurosatory Exhibition 2012 Terms and Conditions of Sale

The Registration Contract, hereinafter referred to as **the Contract**, entered into in the conditions defined in Article 5, and these **Terms and Conditions of Sale**, govern the relationships existing between **the Organizer** and any **Exhibitor** or **Co-Exhibitor** referred to as part of the Eurosatory Exhibition 2012.

1 – Exhibition Organizer

The Eurosatory Exhibition 2012 is organized by the **COGES** (*Commissariat Général aux Expositions et Salons*), a French limited company with a capital of €1,000,000, located at 65, rue de Courcelles, 75008 Paris, France (1), registered with the Paris Trade Registry under number 403 070 949, hereinafter referred to as **the Organizer**.

Any correspondence must be sent to the following address: COGES - 65, rue de Courcelles, 75008 Paris (1), France.

The terms and conditions of sale detailed herein can be downloaded from the exhibition Website www.eurosatory.com/ download documents. As a result, any application for registration implies the Exhibitor's full and unconditional acceptance of these general rules. No specific condition shall prevail over these rules without the formal, written acceptance of the Organizer. Therefore, any condition to the contrary laid down by the Exhibitor with a third party shall not, failing any written acceptance, be enforceable against the Organizer, regardless of the moment at which the latter is informed thereof.

2 – Acceptance of the Terms and Conditions of Sale

The application to register implies the Exhibitor's unconditional acceptance of:

- ☞ applicable legislation and regulations and particularly those concerning Trade Fairs and Exhibitions held in France,
- ☞ these **Terms and Conditions of Sale**,
- ☞ the terms and conditions of the **Registration Contract**,

- ☞ all the instructions contained in the Exhibitor's Manual and mostly **Rules and Regulations**,

and particularly:

- ☞ the obligation to feature in the **Exhibition Catalogue** produced by the Organizer, such entry being free of charge,
- ☞ the Safety rules, the provisions of the **Individual Health & Safety Protection Plan/ IHSP** and the **Exhibitor Safety Instructions**, as well as any memos or rules relating to Safety on the construction site sent to the Exhibitor after the Organizer has received the Contract,
- ☞ the rules specific to the exhibition relating to the construction of the stands, and specific provisions concerning upstairs exhibition spaces and rights of way,
- ☞ the environmental impact compensation and reduction measures, particularly by reducing and managing construction site waste,
- ☞ the security arrangements concerning site access in the Eurosatory 2012 "secure area", surveillance and guarding of premises and displayed equipment,
- ☞ the **French Regulations on Labour** (particularly the employment of foreign workers) and temporary use of radio frequencies,
- ☞ any new provisions that may be dictated by circumstances and that the Organizer reserves the right to notify to the Exhibitor, even verbally.

3 – The event

The exhibition will be held from June 11 to 15, 2012, on the site of Paris Nord Villepinte Exhibition Centre, at the times stipulated in the Exhibitor's Manual. In a case of force majeure or if requested by the authorities and/or for security reasons, the Organizer may change the date, venue, length and opening times without any compensation being owed for any such change. The Exhibition is for professionals only. Visitors are authorized only by invitation and upon production of an identification paper. Minors under the age of 16 are not admitted to the Exhibition.

Cancellation

Should the Exhibition not be held because of force majeure (inaccessible facilities, fire, war, public disaster, or French Authorities decision), the Contract will be terminated by the Organizer. The Exhibitors will not be granted any compensation, regardless of the grounds for any such cancellation. The amounts still available after the payment of all the expenses incurred will be distributed among the companies in proportion to the amounts paid thereby, without them having the possibility, by express agreement, to take any action, for any reason whatsoever, against the Organizer.

4 – Companies and products authorized at the Exhibition

The Organizer shall check the registration of companies and the exhibition of equipment at the Eurosatory Exhibition 2012 in order to ascertain the quality and compliance of Exhibiting companies and exhibited products and equipment with the Exhibition Rules and Regulations (downloaded from the Exhibition Website www.eurosatory.com/ download documents).

Exhibiting companies must satisfy the following two criteria:

- have their registered offices in a country recognized by the international community and not subject to an embargo with regard to Defence and Security equipment,
- carry on, within at least one of the countries authorized to exhibit, as a manufacturer of complete equipment, a component manufacturer, a sub Contractor, a supplier or a service provider, one or more activities relating to land and air-land Defence and Security, as defined hereinafter:

- ☞ design, development, production, maintenance, renovation, upgrading, use and implementation of equipment and their environment;
- ☞ manufacture and industrial use of materials, tools and equipment;
- ☞ development of specific high-tech applications, products or skills;
- ☞ equipping, training and supporting user personnel;
- ☞ providing services or consulting for promotion, sale, financing, export and cooperation (in particular agencies, organizations, and offices recognized by the governments of the countries authorized to exhibit);

- ☞ publication of documentation, reviews, catalogues, websites and Defence and Security directories.

Agents or intermediaries not formally recognized by one of the countries authorized to exhibit, as specified above, are excluded. The admission of companies or organizations having their registered offices in an embargoed country decided by the United Nations (UN), by the European Union (EU) or by the French authorities is subject to a specific decision depending on the nature of such embargo.

The Organizer reserves the right to accept or refuse, at last resort, the companies or organizations wishing to exhibit.

The proposed equipment and products must, by their nature or effects, comply with the commitments made by France and fall within the scope of one of the sections of the Classification of products & services, as detailed in the Exhibitor's Manual and available on the exhibition Website: www.eurosatory.com/exhibiting/who-can-exhibit.

The services, advice or documentation must relate to the fields of Defence or Security.

No real munitions may be presented at the exhibition.

The Organizer and the French Ministry of Defence shall check that the exhibited equipment, products or services comply with the defined regulations just before the Exhibition. During this inspection, each person responsible for the stand, or his/her qualified representative, must be present at the exhibition space. Any Exhibitor that is forbidden to exhibit an item of equipment or a product shall not, under any circumstances, hold the Organizer responsible therefore and shall not be entitled to claim any compensation of any kind.

5 – Exhibitor and Co-Exhibitor status

A company or organization wishing to exhibit its equipment and products at Eurosatory can do so under two proposed status: as an Exhibitor or a Co-Exhibitor.

An Exhibitor rents an exhibition space from the Organizer and pays registration fees. It is authorized to accommodate on its space one or more companies (Co-Exhibitors) the business of which meets the exhibition admission criteria set out in §3. The Exhibitor

company that rents a space in a pavilion or a cluster is considered as a direct Exhibitor and is thus authorized to accommodate Co-Exhibitors.

A Co-Exhibitor does not have its own space and displays its equipment and products on the space of an Exhibitor. The Co-Exhibitor shall have at least one person at the stand to present its equipment and products who must wear a badge bearing his Co-Exhibitor company's name. The Exhibitor accommodating it is responsible for the registration and payment of registration fees for its Co-Exhibitor(s).

The exhibitor, direct contractor with the Organizer, is responsible for his stand and for the compliance by his Co-Exhibitor with the terms and conditions of sale. An Exhibitor undertakes not to host in his stand a Co-Exhibitor without having registered it to the Organizer.

The registrations fees for an Exhibitor as well as for a Co-Exhibitor include the following services:

- ☞ access to the "Eurosatory® One-to-One Defence & Security Business Meetings", Strategy consulting and entry in the Exhibition Catalogue;
- ☞ allocation of invitation cards & e-invitations, issuance of badges;
- ☞ cleaning of the accessible parts of the stand, the Organizer's insurance as defined in Article 8 hereof;
- ☞ allocation of invitations to the Exhibitors for Eurosatory's official evening Reception, the number of which depends on the exhibition area rented by the Exhibitor.

6 – Registration and payment formalities Down payment & Security deposit

The deadline for registration is November 30, 2011.

To exhibit at Eurosatory, a company or organization must complete the following steps:

- file an on-line registration application on the Organizer's Website as an Exhibitor;
- the Organizer processes the admission application and makes a decision that is beyond appeal, and then accepts/rejects admission applications, and allocates the company or organization an identifier and a password;
- the company or organization completes and validates its registration Contract on

line and sends the Organizer the **down payment** of 50% of the order amount (including VAT, in accordance with regulations in force), on line or by any other means available to it (bank transfer, cheque). As soon as the on-line registration Contract is received, an automatic confirmation of delivery is sent by the Organizer;

- once it receives the down payment, the Organizer confirms the Registration Contract by sending a letter signed by it together with the Exhibitor's Manual.

Any Exhibitor or Co-Exhibitor shall only be deemed to be fully registered after payment of the entire amount of its participation payable no later than February 29, 2012. Down payment & Security deposit – Failure to pay the balance by an Exhibitor is a voluntary withdrawal which results in the cancellation of the right to use his location. The sums already received shall be kept by the Organizer in compensation for this withdrawal right.

A **Security deposit** is payable for the hire, be it indoors or outdoors, of any exhibition space larger than 50 sqm, pavilion or chalet. It is intended to cover any space and/or premise rehabilitation costs. The Security deposit (net of VAT) is calculated on the invoice for the balance due. The repayment of the security deposit, less the costs of reconditioning, is made upon settlement of accounts, after the closing inventory (a hand-back certificate is executed by the Technical office of the organizer upon recognition and upon restitution).

Any registration made after March 1, 2012, must give rise to the payment of the full amount of the order to be accepted by the Organizer, in accordance with the invoice issued by the latter.

The Contract shall be deemed to have been entered into on the day the full amount of the order is paid.

7 – Space allocation

The Organizer remains free to determine the allocation of spaces.

The spaces are allocated taking into account the general lay-out chosen for the exhibition, local requirements, the type of equipment to be displayed and, as far as possible, any wishes expressed by the Exhibitor, taken into consideration in the order in which registrations are paid.

The exhibition space, together with the dimensions thereof, is notified to the Exhibitor

no later than 30 days before the opening of the Exhibition.

The Organizer reserves the right, until May 4, 2012, to change the initial distribution and the location of the space already allocated or to change the dimensions thereof. It shall not be held responsible for any differences that may arise (following the lay-out of the place or new rights of way), between the dimensions announced on the plans and the space(s) actually made available to the Exhibitor.

The participation of an Exhibitor in a previous Eurosatory Exhibition will not grant any preferential or special right to the allocation, size, location or lay-out of an exhibition space.

8 - Use of the surface

Exhibitors may not assign or sublet all or any part of the allocated space (except to their Co-Exhibitor(s) without the prior, written consent of the organizer.

Exhibitors may not, under any circumstances, use the space allocated to them to promote, in any form, any companies not registered for the exhibition.

Any Exhibitor accommodating on its stand a company that is not registered may be immediately excluded, without compensation and without prejudice to the Organizer' other rights and actions. The Organizer shall retain the amounts paid by the Exhibitor.

9 – Non-acceptance and Cancellation of the Registration Contract

9.1 Cancellation by the Organizer

The rejection of the Contract by the Organizer shall only give rise to the repayment of amounts already paid, to the exclusion of any compensation by way of damages. The Organizer is not obliged to give the company or organization concerned the grounds for such a rejection.

The Organizer shall not be held liable to the Exhibitor in the event that prohibitions or denied authorization stipulated by the French authorities prevent it either from taking part in the exhibition or from displaying some of its equipment.

In the event that the Exhibitor breaches any of its Contractual obligations or any of the legal or statutory provisions (failure to comply with the rules concerning safety and performance,

non-compliance of the stand lay-out with the safety regulations in force, display of equipment, products or services not complying with those for which the Exhibitor is admitted, default on order payment, failure to register a Co-Exhibitor, etc.), or in the event that the Organizer becomes aware of new information which, if it had been known from the very beginning, would have been a ground for rejection, the Organizer shall, by serving a written formal notice, cancel the contract.

The cancellation of the Contract due to a breach by the Exhibitor authorizes the Organizer to retain, debit or claim the amounts owed thereto.

Therefore, in this case, the Exhibitor is required to pay, on account of the costs already incurred and including in the event that the space is let out again, 100% of the amount of its order including tax, without prejudice to any additional damages that may be claimed. Furthermore, the COGES has a lien on the exhibited items and decorative objects belonging to the Exhibitor.

Reminder: should the Exhibition not be held because of force majeure (inaccessible facilities, fire, war, public disaster, or French Authorities decision), the Contract will be terminated by the Organizer. The Exhibitors will not be granted any compensation, regardless of the grounds for any such cancellation. The amounts still available after the payment of all the expenses incurred will be distributed among the companies in proportion to the amounts paid thereby, without them having the possibility, by express agreement, to take any action, for any reason whatsoever, against the Organizer.

9.2 Cancellation by the Exhibitor

The Contract may be cancelled by registered letter with acknowledgment of receipt, for any legitimate circumstances beyond the control of the Exhibitor who must however furnish proof thereof.

A portion of the total amount of the Contract shall however accrue to the Organizer. The retained amount is equal to:

- 20% as of the Contract execution and until November 30, 2011 included;
- 50% as of November 1, 2011, and until February 29, 2012.

As of March 1, 2012, the total amount, including tax, of the order shall accrue to the COGES on account of the costs already incurred and including in the event that the

space is let out again. The COGES reserves the right to claim and/or invoice the company for the cancellation costs as defined in the paragraph above.

10 – Insurance

10.1 Organizer'Insurance

The Organizer takes out insurance policies which, during the preparation, opening and disassembly of the exhibition, cover:

- the people present at the exhibition for Eurosatory in the event of death or disability caused by an event occurring within the enclosure of the exhibition,
- static equipment exhibited, as well as all outdoor and indoor facilities constructed for the exhibition, against any loss and/or damage caused to the insured property resulting particularly from fire, lightning, explosions, water damage, storms, riots, malicious mischief and vandalism, or terrorist attacks, **to the exclusion of theft**, and subject to the exceptions mentioned in said policy and within the limits of the capital amounts covered.

Only the terms of said insurance policies, drafted in French, shall be deemed authentic. The general and supplementary terms and conditions of the insurance policies may be sought from the insurer through the Organizer.

An insurance certificate listing the insurance cover shall be sent to any Exhibitor so requesting once the Contracts have been signed by the Organizer. A copy of said insurance policy is available to Exhibitors at the "Commissariat Général" office of Eurosatory 2012 in Villepinte, and may be consulted as soon as the assembly work has begun.

The above-mentioned insurance policy is taken out independently of any insurance cover that the Exhibitor may have taken out (breakage, theft, loss, etc.).

The Organizer shall also take out an insurance policy covering its **third-party liability** in the event of damage it may cause to third parties in its capacity as organizer of the event.

Exhibitors who want information about the insurance policies taken out by the Organizer on their behalf may apply to CCAI, the Exhibition Insurance Agency (+33 (0)1 40 82 70 05 – o.soares@wanadoo.fr).

Exhibitors who wish to take out additional insurance policies may apply to this company.

10.2 Exhibitor's Insurance

The Exhibitor is required to take out an insurance policy covering its **third-party liability** as part of its presence at and participation in the Exhibition, to cover both its own liability and that of the people it is liable for, in relation to all individuals and legal entities present on the site, and particularly during live and static presentations.

The Exhibitor is responsible for taking out all other customary insurance policies applicable for such events and made necessary as a result of the risks incurred by its participation in the Exhibition, and particularly an **insurance policy covering the displayed equipment against theft, breakage, loss and/or damage**, insofar as the latter is not covered by the insurance policy taken out by the Organizer.

The insurance policy/(ies) taken out by the Exhibitor must contain an unconditional undertaking to waive recourse made by the Exhibitor's insurers in favour of the Organizer, of all the assistants used by the Organizer, and well as the insurers of the Organizer and of its assistants.

The Exhibitor agrees to indemnify and hold harmless the above-mentioned individuals and legal entities against any claim that may be brought against them by any interested party and to insure the financial consequences of such an undertaking with its insurance company.

11 – Customs

Each Exhibitor is responsible for accomplishing the temporary admission customs formalities for equipment and products arriving from abroad (Refer the Exhibition Rules and Regulations, downloadable from the Exhibition Website www.eurosatory.com/ download documents/ military equipment temporary import authorization).

The Organizer shall not be held liable for any difficulties that may arise in accomplishing such formalities.

12 – Intellectual property and publicity right

The Exhibitor shall certify to the Organizer that it holds the intellectual property rights in and to the equipment, products, designs and brands exhibited during the event and that it complies with the legal provisions in force.

The Exhibitor is informed that films and/or photographs will be taken or made on the sites of the exhibition. Such films and/or photographs, on which the logos, brands and products displayed by the Exhibitor may appear, are likely to be used by the Organizer to promote its events by any means whatsoever and on any media. If the Exhibitor does not want some of its logos, brands or products to appear in the films, photographs or documents used to promote events organised by the Organizer, it must inform the Organizer thereof prior to the opening of the exhibition.

Any Exhibitor wishing to take photographs of the exhibition, other than its own stand and equipment, must first inform the Organizer thereof in writing. Any Exhibitor wishing to broadcast music or recorded sounds at its stand must first obtain the Organizer's permission and undertakes not to disturb the smooth running of the exhibition.

The Exhibitor must make the necessary declarations to the SACEM (responsible for music performing rights/ broadcasting and recording) and make the relevant payments (Refer the Exhibition Rules and Regulations, downloadable from the Exhibition Website www.eurosatory.com/ download documents).

The Exhibitor shall indemnify and hold harmless the Organizer against any third-party action and/or claims brought as a result of its failure to fulfil its obligations.

13 – Data protection act

In accordance with the French Data Protection Act of 6 January 1978, participants in the exhibition are entitled to access, rectify, contest and delete their personal data. They may object to such data being disclosed to third parties.

14 – Unfair competition

The Exhibitor expressly agrees, throughout the event, not to engage in any unfair competition, such as any surveys conducted outside its stand, and/or any activities that

could divert visitors from the event in its favour and to the detriment of the Organizer.

15 – Complaints

The Organizer may not be held responsible for the services that are directly provided by VIPARIS on the Paris Nord Villepinte Exhibition Centre, i.e. electricity, water, gas, compressed air, fluid discharge, telephone connections, Internet access, slings and attachments.

As regards the official evening reception of Eurosatory, an Exhibitor or Co-Exhibitor may not claim any compensation from the Organizer if the event is totally or partly cancelled, whatever the reason for the cancellation.

Any complaint must be made by registered letter with acknowledgement of receipt within 10 days of the end of the event. In the event of a dispute, only the French version of the general rules shall be deemed authentic and only the courts of the city of Paris shall have jurisdiction.

16 – VAT

VAT is payable by all the Exhibitors, irrespective of their nationality, according to legal and statutory provisions in force in France at the time of the Exhibition.

17 – Claims

The Exhibitor expressly waves his right to make any claims against the Organizer (and any person assisting the latter), VIPARIS Nord Villepinte, the French Government and other Exhibitors, following damage to any property whatsoever exhibited or used at the exhibition, as well as against the insurance companies acting on behalf of the aforementioned entities. The Exhibitor also undertakes to insure the above-mentioned natural persons and legal entities against any court actions and claims which could be brought against them in such cases by any party. By signing the Registration Contract the Exhibitor automatically undertakes to comply with the aforementioned provisions. No action will be taken in response to any claim for damages until an official complaint has been filed with the French Police. Any litigation shall be dealt with by the arbitration court of the Paris Commercial Court.

COGES - Commissariat général des expositions et salons du GICAT - 65, rue de Courcelles - 75008 Paris - tel +33 (0)1 44 14 58 10 - fax +33 (0)1 42 30 70 88 - www.eurosatory.com