

TERMS AND CONDITIONS OF HIRE AND SALE

ARTICLE 1 - ORDERS

1.1.COMPLIANCE WITH THE TERMS AND CONDITIONS

The act of the CUSTOMER placing an ORDER with GLECCCL implies his full and unreserved compliance with the present terms and conditions of hire and sale.

1.2.PLACEMENT OF ORDER

- Any order by the CUSTOMER with GLECCCL must be placed a minimum of 20 working days before the first day of set-up / installation / delivery / service by the signing of an ORDER FORM. The same stipulation applies to any requests for changes to an ORDER and any additional orders.
- Any order by the CUSTOMER must be placed with GLECCCL by the signing of an ORDER FORM. The same stipulation applies to any requests for changes to an ORDER and any additional orders.
- The CUSTOMER will be granted no deduction from the ORDER total in the case of any requests for changes to equipment after delivery in compliance with the ORDER.
- Except in the case of special agreements to the contrary made with the Exhibitions Department, payment including VAT of the total amount due for the ORDER must be sent with the ORDER and is payable by cheque, bank transfer or bank card.

1.3.CANCELLATION OF ORDER

Without prejudice to article 11 of the present terms and conditions of sale, any order cancellation must be made by registered post at least ten working days before the date of delivery of the equipment as per the date of first presentation.

ARTICLE 2 - PRICES

2.1.EXISTENCE OF PRICES IN THE EXHIBITORS' GUIDE

Except by special agreement, the price not including taxes (net) of hire or sale applicable is that stated in the EXHIBITORS' GUIDE.

2.2.ABSENCE OF PRICES IN THE EXHIBITORS' GUIDE

The price of all other products and services in the EXHIBITORS' GUIDE shall be set by GLECCCL on a case-by-case basis and by quotation.

2.3.INCREASE OF PRICES

- Any ORDER placed after the deadline stated in article 1.2 shall be increased by 20% of the price not including taxes (net) applicable.

ARTICLE 3 - OBLIGATIONS OF THE CUSTOMER

No complaint regarding the condition of the hired equipment shall be taken into account unless it is reported at the time of delivery in a justified letter of complaint.

The CUSTOMER is responsible for the hired equipment from the time of delivery to the time of return. He agrees to become the legal custodian (article 1384 of the Civil Code) of the hired equipment. As such he is responsible for any damage caused to or sustained by the equipment in his care.

Furthermore, the CUSTOMER undertakes to use the hired equipment in accordance with its ordinary purpose, to do or allow to be done nothing that might lead to it becoming damaged or lost, to carry out any normal maintenance required and to maintain it in good working order, where applicable respecting the special recommendations and any specific instructions for use and appropriate warnings issued by GLECCCL. The CUSTOMER shall refrain from making any modifications however minor and/or from carrying out repairs to the hired equipment. The hired equipment remains the property of GLECCCL. It cannot be sold nor moved nor seized.

GLECCCL reserves the right to recover the hired equipment at the end of the event. The CUSTOMER must take all necessary steps to this end, in particular removing all objects and documents that belong to him. In no case can GLECCCL be held responsible for any disappearance or other damage caused when recovering equipment.

Any disruption, damage and missing equipment observed and advised at the time of return shall be invoiced to the CUSTOMER at the value of the replacement good and/or costs and charges for repair incurred by GLECCCL and payable by cheque on reception of the invoice issued by GLECCCL.

In the case of damage caused to the equipment during the period of hire and requiring its replacement, the CUSTOMER must pay, in addition to its replacement value, the price of providing the new equipment for the remaining duration until the end of the event.

The CUSTOMER undertakes to ensure, at his expense, that the hired equipment is guarded. To this end he shall take all appropriate steps and make use of all the resources and personnel that he considers necessary. We recommend that exhibitors never leave their stand unattended during assembly or dismantling of the installations. All valuable objects should be locked away. The Lyon Convention Centre cannot be held responsible for any theft, loss or damage of any sort, and recommends that each exhibitor should protect their material and insure it for its full value.

ARTICLE 4 - INSURANCE - SECURITY DEPOSIT

4.1.INSURANCE - THIRD PARTY LIABILITY

The CUSTOMER declares that he holds professional third party liability insurance. GLECCCL declares that it holds third party liability insurance as:

- hirer of the venue;
- service provider in connection with this hire;
- operator of the fixed and mobile installations, whether permanent or temporary, used for the exhibition.

4.2. ADMINISTRATIVE FEE

The administrative fee is mandatory. It must be paid at the time the order is placed. In the event the administrative fee is not paid, the order will not be processed.

4.3.SECURITY DEPOSIT

Regardless of the type of event and in the case of certain services (telephony, audio-visual, IT, etc.) a security deposit payable by cheque shall be required at the time of the ORDER for equipment hire. The amount of the security deposit is specified in the EXHIBITORS' GUIDE and depends on the type of service (VAT is payable on the deposit). In the absence of payment by cheque of the security deposit, the ORDER shall not be accepted and shall be considered cancelled.

The deposit will be returned to the CUSTOMER after full payment of the sums due and return of the equipment in good condition and on the date stated. Failing this it will be cashed.

4.4.RECOURSE

Both GLECCCL and the CUSTOMER renounce the use of any recourse with respect to each other for damage resulting from fire, explosion and/or water damage that may affect movable and immovable property made available and/or used during the event. The same renunciation shall be granted by their respective insurers.

ARTICLE 5 - METHODS OF PAYMENT

Except in the case of special agreements to the contrary made with the Exhibitions Department, payment including VAT of the total amount due for the ORDER must be sent with the ORDER and is payable by cheque, bank transfer or bank card. No discount will be granted to the CUSTOMER for payments in advance. Any delay, on whatever grounds, in the payment of the sums due by the CUSTOMER to GLECCCL, for whatever cause, will require the payment of a monthly surcharge of 2% without formal notice. Payment in full shall be due for any month begun.

ARTICLE 6 - APPROVAL OF STANDARDS

GLECCCL shall provide at the first request all certificates of conformity and approvals of equipment installed in accordance with the standards in force in its field of activity. In the event of modifications after the order of the applicable regulations or exceptional measures taken by the competent authorities (police, fire brigade or other), the parties shall negotiate an increase in the financial terms applicable to this agreement in order to take into account the financial effects of the exceptional modifications and measures to be taken by GLECCCL.

ARTICLE 7 - ASSIGNMENT OF JURISDICTION

It is expressly agreed that the Commercial Court of LYON is alone competent to deal with disputes regarding the interpretation or execution of the present contract. Contrary clauses stipulated in the commercial documents of the CUSTOMER are deemed not to be written.

ARTICLE 8 - PRIORITY OF THE TERMS AND CONDITIONS OF HIRE AND SALE

It is expressly agreed that the present TERMS AND CONDITIONS apply exclusively in all of the commercial relations that link GLECCCL with the present signatory CUSTOMER.

They replace any previous document, any previous written or oral agreement and the CUSTOMER's terms and conditions of purchase or hire in all its terms.

ARTICLE 9 - ELECTION OF DOMICILE

For the purposes of this agreement the CUSTOMER and GLECCCL elect domicile at their respective registered offices.

ARTICLE 10 - CANCELLATION CLAUSE

GLECCCL can end its contractual relationship with the CUSTOMER after a formal notice sent by registered letter with acknowledgement of receipt has remained unanswered for more than 8 days and/or can interrupt its SERVICES immediately in the event of nonfulfilment by the CUSTOMER of any of his obligations without prejudice to the other rights and remedies that may result from it.

ARTICLE 11 - CANCELLATION OF THE ORDER BY THE CUSTOMER

Any total or partial cancellation of the order by the CUSTOMER will be payable in full if it is made less than 8 working days before the first day of installation, set-up or delivery even if the cause of the cancellation is external to the CUSTOMER or due to force majeure. In any event, payments including taxes already made - will remain the property of GLECCCL. Notice of cancellation must be sent to GLECCCL by registered letter with acknowledgement of receipt within the predefined timescale.

ARTICLE 12 - CANCELLATION BY GLECCCL

GLECCCL cannot be held responsible in the case of an event of Force Majeure or Act of God as defined in article 1148 of the Civil Code. In the event of administrative closure imposed by serious events and/or decided by an authority invested with powers pertaining to security and administrative police, the CUSTOMER will be reimbursed for any deposits paid after deduction of costs incurred by GLECCCL in preparing the order.

Date: Customer's signature compulsory