



## **1. General Provisions**

1.1. These general terms and conditions of participation (hereinafter the “General Terms and Conditions of Participation”) apply to the trade show on electronic cigarettes and the vape referred to as Vapexpo (hereinafter the “Event”), organised by the company Vapexpo (2-12 rue du Chemin des Femmes Bâtiment Odysée C – 91300 Massy - Trade register: RCS Evry B 801 910 696) (hereinafter the “Organiser”). They are completed by an Exhibitor Technical Dossier provided to the Exhibitor by the Organiser once the latter has decided on the admission of the Exhibitor to the Event. By sending the signed Registration File to the Organiser, the Exhibitor accepts all of the provisions of the General Terms and Conditions of Participation and of the Exhibitor Technical Dossier as well as all those that special or new circumstances may make necessary. Furthermore, the Exhibitor commits to comply with all statutory and regulatory prescriptions in force, including with respect to labour law and, where applicable, laws on electronic cigarettes and their derivative products. The Organiser shall not incur any liability in applying the provisions of the General Terms and Conditions of Participation.

1.2. The Organiser alone shall determine the venue, duration, opening and closing hours of the Event, stand prices, entry prices and the deadline for registration. It alone shall determine the categories of persons or businesses who are admitted to exhibit and/or visit the Event as well as the nomenclature of the presented goods or services. It reserves the right to accept, exceptionally, the presentation at the Event of goods or services which do not appear in this nomenclature insofar as such goods or services may be of interest for the Event.

## **2. Registration and Admission**

2.1. The Exhibitor’s request to be admitted to exhibit at the Event (hereinafter the “Admission Request”) is to be made exclusively by way of a registration file, which consists of a paper document, filled out and signed by the Exhibitor then returned to the Organiser, containing the General Terms and Conditions of Participation (hereinafter the “Registration File”). No other document, including the information form which may be completed online on the Organiser’s website, the request for communicating the Registration File or even the cashing of a reservation cheque, shall be valid as acceptance of the Admission Request.

2.2. After receipt of the Registration File, the Organiser shall examine it and decide on the Admission Request included in the Registration File. Registration shall only be effective following acceptance of the Admission Request as expressed by the Organiser AND payment by the Exhibitor of the invoice for the down-payment issued by the Organiser.

2.3. The Organiser reserves the right to reject, provisionally or finally, any registration request which does not meet the required conditions, having regard either to the stipulations of the Registration File and of the General Terms and Conditions of Participation, or Public Policy (mandatory law) provisions or those regulating electronic cigarettes and their derivative products.



2.4. Grounds for definitive or provisional rejection include the incomplete communication of the required information, failure to make any payment or provide any guarantees demanded by the Organiser, non-payment of invoices for previous editions, failure to comply with obligations at previous events, the unsuitability of the requesting party, his goods or services with respect to the purpose, spirit or image of the Event, insolvency proceedings concerning the Exhibitor or where he is shown to be in default of payments (technical insolvency), failure to obtain any administrative or judicial authorisation required for his presence during the Event, the risk of harm, by his presence, to the protected interests of consumers and young persons, and generally any breach of Public Order, the tranquillity of other exhibitors, or the safety or enjoyment of visitors.

2.5. The Exhibitor must inform the Organiser of any element or event which has occurred or has been discovered since his registration, which would be such as to justify the re-examination of his admission having regard to Articles 2.3 and 2.4 of the General Terms and Conditions of Participation.

2.6. Moreover, the Organiser reserves the right to request, at any time, any complementary information related to the foregoing and, as the case may be, to reverse an admission decision made on the basis of misleading or erroneous information or information which has become inexact. The down-payment which has been paid will then remain fully acquired by the Organiser which, in addition, reserves the right to seek payment of the entire price.

2.7. The right arising from registration is personal and non-transferable. Admission does not give rise to any right of admissibility for a later event.

2.8. Unless an exemption is granted by the Organiser on their express request, groupings cannot exhibit on collective stands unless each enterprise which is member of the grouping has been individually admitted and has undertaken to pay the registration fee.

### **3. Registration and Participation Fees**

3.1. Failure to pay the balance or any one of the payments of registration and participation fees, at any one of the stipulated due dates, shall without prior notice cause the right to exhibit to lapse, and in addition those sums already paid will be irrevocably deemed fully earned by the Organiser. The Organiser reserves the right to cancel the Exhibitor's registration and to put his place back for sale without notice.

3.2. In addition, the Organiser reserves the right to seek payment of the balance of the price due, despite the non-participation of the registered Exhibitor, for any reason whatsoever. In the event that the Exhibitor, for any reason whatsoever, does not occupy his stand on the date of opening of the Event, or by the deadline for installation set by the Organiser, he shall be deemed to have abandoned it. Without prejudice to any other measures taken, at the Exhibitor's own risk, the Organiser may use the failing Exhibitor's stand without the latter being entitled to claim any reimbursement or indemnity, even if the stand is attributed to



another Exhibitor.

3.3. In addition, any non-payment or late payment shall automatically give rise to late payment interest in favour of the Organiser, without prior notice being required, in accordance with the standard interest rate provided for in Article L. 441-6 of the Commercial Code. The Exhibitor must also reimburse all costs arising for proceedings to collect the sums due, including the fees of bailiffs and other law officers, and in any event such costs shall not be less than the fixed charge of 40 euros provided for in Article D. 441-5 of the Commercial Code.

3.4. Vapexpo decides upon the admissions without being obliged to provide reasons for its decision. Once the application is reviewed, the organizer informs the “applicant exhibitor” of its decision. If the application is accepted, the “applicant exhibitor” will be considered as “exhibitor” at the show. The refusal of an application does not give rise to any providing for compensation. The “applicant exhibitor” whom the application has been refused may not argue that he was admitted to previous shows or that his participation has been sought.

#### **4. Attribution of Places**

4.1. The Organiser shall draw up the plan of the Event and distribute the places.

4.2. Unless provided otherwise, registration shall not provide entitlement to possession of a given place. Participation in prior events does not create any right for the Exhibitor to a specific place.

4.3. In attributing places, the Organiser shall endeavour to take account of the wishes expressed by the Exhibitor, the nature and interest of the articles or services that they are proposing to present, and the arrangement of the stand that they plan to install.

4.4. The Organiser reserves the right to change the arrangement of floor areas whenever it deems it necessary in the interest of the Event.

4.5. The communicated plans and the description of the places will include, if the Event’s venue so permits, dimensions which are as precise as possible.

4.6. The Organiser cannot be held liable for any slight differences which may be observed between the indicated dimensions and the actual dimensions of the place, nor for any changes in the environment of the stands (change in neighboring stands, reconfiguration of alleys, etc.) progressively as registrations are made.

#### **5. Installation and Compliance of Stands**

5.1. The Exhibitor Technical Dossier determines the time limit granted to the Exhibitor to proceed with the fitting-out of his stand prior to the opening of the Event.



5.2. Exhibitor shall be obliged to comply with the Organiser's instructions concerning the regulation of incoming and outgoing goods, particularly with respect to the movement of vehicles within the Event's perimeter.

5.3. Exhibitors must have completed their installation by the deadline (date and time) set by the Organiser. Beyond this deadline, no packaging, equipment, transport vehicles or external contractors will be able to access or remain on the site of the Event for any reason whatsoever, irrespective of the loss or harm that may arise for the Exhibitor.

5.4. Each Exhibitor shall provide for the transport, receipt and dispatch of its packages and the recognition of their content. All packages must be unpacked on arrival. If the Exhibitor is not present to receive his packages, the Organiser may have them stored, unpacked or reshipped by its own decision at the Exhibitor's cost and risk.

5.5. The installation of the stands must not under any circumstances cause any damage or modification to the permanent fittings of the exhibition venue and must not negatively affect the convenience or safety of other exhibitors and visitors.

5.6. The individual decoration of stands shall be carried out by the Exhibitor under his responsibility. It must in any event accord with the general decorations of the Event, the visibility of neighbouring stands and any provisions of the Exhibitor Technical Dossier on this point.

5.7. In closed exhibition spaces, all materials used, including hangings and carpets, must comply with regulations and the Organiser reserves the right, at any time, to remove and destroy any non-compliant equipment or fittings.

5.8. The Organiser further reserves the right to eliminate or modify any installations which are detrimental to the general aspect of the Event, which hinder or disturb neighbouring exhibitors or visitors, or which do not comply with the individual projects or plans which were previously submitted.

5.9. The Exhibitor must be present at his stand at the time of inspection by the safety services and must comply, throughout the Event, with safety measures imposed by public authorities or adopted by the Organiser.

5.10. The Organiser shall not be, in any case, responsible for the contracts made between the Exhibitor and any external provider (transporter, installer, hostess agency...).

## **6. Waste**

6.1. Pursuant to the provisions of Articles L. 541-2 of the Environment Code, the Exhibitor must imperatively provide for the management of his waste until its final elimination or recycling. Consequently, the Exhibitor undertakes to remove, from the site of the Event, the waste that he produces whether before the Event during the installation of the Stand, during the Event, or at the time of taking down the Stand.

6.2. For this purpose, a skip will be provided outside the exhibition park.



6.3. In the event that the place is not vacated of all waste (including all decoration and furnishing which shall be deemed equivalent to waste) at the end of the Event, the Organiser shall invoice the Exhibitor for the waste removal service. For this purpose, the Exhibitor is informed that the Organiser shall be free to decide on the fate of the waste without any possible claim or appeal by the Exhibitor.

6.4. The storage of any inflammable and dangerous materials in the exhibition areas, the stands' reserves, open areas and access ways, or in the immediate vicinity of the exhibition park, is strictly prohibited.

### **7. Occupation and possession of the stands**

7.1. It is expressly prohibited to assign, sublet or exchange, whether for or without consideration, all or part of the place attributed by the Organiser.

7.2. Except with the prior written authorisation of the Organiser, the Exhibitor cannot present any equipment, goods or services at his place other than those listed in the Admission Request and which correspond to the nomenclature of goods and services drawn up by the Organiser. In other words, if at the exhibition, the Exhibitor presents brands non-listed beforehand in his Registration File, the Exhibitor may be subject to financial penalties. Unless expressly provided otherwise, the presentation and offer of second-hand equipment is strictly prohibited.

7.3. The Exhibitor may not, in any form whatsoever, present goods or services or provide advertising for any businesses which are not exhibitors, except with the express prior authorisation of the Organiser.

7.4. Stands must be kept in impeccable condition throughout the Event, with the cleaning of each stand to be carried out every day, and completed at the time of opening of the Event to the public, at the Exhibitor's expense if it's not included.

7.5. Bulk packaging, dust covers used during closing hours, items not used for presentation on the stand, and employees' cloakrooms must be kept out of sight of visitors. Conversely, it is prohibited to leave the presented items covered during the Event's opening hours. The Organiser reserves the right to remove anything covering objects but cannot be held liable in any manner for any loss or damage that may arise as a result. The Exhibitor and his personnel must be properly dressed and perfectly well mannered with visitors (no hailing of visitors or overflowing of the stand) and with respect to the other exhibitors.

7.6. The stand must be occupied at all times, both during opening hours for exhibitors (including for outfitting, deliveries and stripping of the stand) and during the official opening hours for visitors. Failure to comply with this provision may lead to temporary or definitive exclusion by the Organiser.

7.7. The Exhibitor shall not empty his stand and shall not remove any of his articles before the end of the Event, even if it is prolonged. Any failure to comply with this provision will be the subject of a written record of observation by the Organiser, and will be grounds to refuse the Exhibitor's participation at future events.



## 8. Access to the Event

8.1. No person can be admitted within the perimeter of the Event without presenting a document issued by or accepted by the Organiser.

8.2. The Organiser reserves the right to prohibit entry or expel any person, whether visitor or Exhibitor, whose presence or conduct is harmful to the safety, tranquillity or image of the Event.

8.3. "Exhibitor's passes", or badges, providing access to the Event, shall be issued to the Exhibitor under conditions determined by the Organiser.

8.4. Invitation cards intended for persons or businesses that they wish to invite shall, under conditions determined by the Organiser, be issued to the Exhibitor. Cards which are not used will not be returnable, refundable or exchangeable.

8.5. The distribution and/or sale of invitations and special cards issued by the Organiser is strictly prohibited within the perimeter or in the vicinity of the Event. The reproduction or sale of such invitations and special cards will be liable to prosecution.

## 9. Contact and communication with the public

9.1. The Organiser has the exclusive right to draft, publish and distribute, with or without charge, the catalogue of the Event. It may assign or license all or part of this right together with the advertising included in this catalogue. The necessary information for the drafting of the catalogue shall be provided by Exhibitors under their own responsibility and within the deadline fixed by the Organiser, failing which it shall not be included. The Exhibitor shall not be liable in the event of inaccurate information published in the catalogue of the Event.

9.2. The Exhibitor expressly waives any claim whether against the Organiser or against the producers or distributors, for the dissemination, for the purposes of the Event, in France and abroad, by television, video or any other medium (books, leaflets, the internet), of his likeness, images of his stand, his brand or trade sign, his trademark, his personnel or his goods or services, and he shall protect the Organiser and hold it harmless against any claim by his employees, agents, subcontractors and contract counterparties, and hereby agrees in advance to impose this obligation on them.

9.3. The Organiser reserves the exclusive right of bill-posting within the perimeter in which the Event is housed. The Exhibitor may therefore only put up posters and trade signs for his own business, and only on the inside of his stand, to the exclusion of any others, and subject to the general decoration prescriptions.

9.4. Circulars, brochures, catalogues, leaflets, free gifts or objects of any type may be distributed by the Exhibitor exclusively at his stand. No prospectus concerning goods which are not exhibited may be distributed without the prior written authorisation of the Organiser.

9.5. The distribution or sale of newspapers, magazines, periodicals, prospectuses, raffle tickets, badges or contribution certificates, even if pertaining to a charity or charitable event, polls or surveys, within the Event's venue and its immediate vicinity, are prohibited except with a prior written exemption granted by the Organiser.



9.6. Any illuminated or audible advertising, and any events, shows or demonstrations which may cause congregation in the alleys, must be submitted for the Organiser's prior written authorisation. The Organiser may withdraw any authorisation that has been granted in the event of hindrance of passage or disturbance caused to the Event.

9.7. Touting and calling, whatever the manner in which they are undertaken, are formally prohibited. The Exhibitor must not under any circumstances obstruct the alleys or encroach upon them, other than with exceptional authorisation granted by the Organiser in advance and in writing.

9.8. The Exhibitor must scrupulously ensure that the public is fairly informed of the qualities, prices, sales conditions and warranties of his goods or services, in a complete and objective manner and in compliance with regulations. He must not undertake any advertising or action whatsoever that may mislead or constitute unfair competition.

9.9. The Exhibitor undertakes to present only goods, services or equipment which are compliant with French or European regulations. He shall bear full liability towards any third parties, and in any event the Organiser's liability cannot arise due to the acts of the Exhibitor.

9.10. It shall be for each Exhibitor to carry out, whenever necessary, any formalities required for his participation in the Event, including notably with respect to labour regulations, customs and excise for equipment or goods of foreign origin, health and hygiene for foodstuffs or animal species. The Organiser shall not at any time be held liable for any difficulties that may arise in this respect.

#### **10. Specific regulatory framework for electronic cigarettes and their derivative products**

10.1. In order to comply with rules on health and hygiene, it is prohibited to have visitors test any electronic cigarette or e-liquid without a single-use protective tip. In the event of breach of this rule, the Exhibitor shall be solely liable and may not bring any claim against the Organiser.

10.2. Pursuant to regulations concerning health products, no written message, no advertisement, and no speech encouraging the practice of Vaping or expounding the health benefits of electronic cigarettes can be accepted. Any message of this type, whatever its form (sign, writing, video or other means of communication) shall be immediately removed by the Exhibitor on the Organiser's request, without any possible claim or appeal by the Exhibitor.

10.3. In the absence of regulations concerning e-liquids and their use, the Organiser strongly recommends against the Exhibitor having visitors test nicotine e-liquids. Any harm arising from the infringement of this recommendation shall be the exclusive liability of the Exhibitor, without any possible third-party or contributory claim against the Organiser.

10.4. The Exhibitor undertakes to present products which comply with all standards governing the electronic cigarette business (EC, ROHS, DEEE standards, etc.), and to comply with regulations applicable in French.



10.5. The Exhibitor is informed and accepts to declare in the Registration File the complete list of products that he wishes to present. That failing, he undertakes to cease, on the Organiser's request, the presentation at the Event of any product that he has not declared.

## **11. Intellectual Property and Miscellaneous Rights**

11.1. The Exhibitor shall take personal responsibility for dealing with the intellectual protection of equipment, goods and services that he presents (patents, trademarks, designs etc.), in accordance with laws and regulations in force. These measures must be taken prior to the presentation of the equipment, goods or services, and the Organiser does not accept any liability in this area, including in the event of dispute with another exhibitor or visitor.

11.2. In the absence of agreement with Société des Auteurs, Compositeurs et Editeurs de Musique (S.A.C.E.M. - the French association for collective rights management in music), the Exhibitor must deal directly with S.A.C.E.M if he uses any music within the Event, even if merely for the demonstration of sound equipment, and the Organiser does not accept any liability in this respect.

11.3. Shoots (photographs or films) may be accepted, with the Organiser's written authorisation, within the perimeter of the Event. Prints or rushes of all shots taken must be delivered to the Organiser within fifteen days following the close of the Event. This authorisation to shoot may be withdrawn at any time.

11.4. Filming or photographing by visitors may be prohibited by the Organiser.

11.5. The photographing of certain objects on the stands may be prohibited on the Exhibitor's request and at his behest.

## **12. Insurance**

12.1. The Exhibitor is informed that the cost of registration includes insurance covering his general liability, including the various forms of damage (bodily injury, property damage and intangible loss) that may be caused to him or to others, including his personnel, equipment, fittings and goods belonging to him or entrusted to him, up to a limit of €5,000, during days of opening of the Event to the public, to the exclusion of days reserved for setting up and taking down the stands.

12.2. Details of the insurance cover are available on request from the Organiser.

12.3. If he considers this cover to be insufficient, the Exhibitor may take out complementary insurance cover at his own expense.

12.4. Neither the Organiser nor the Owner or operator of the exhibition park can be held liable for any theft, loss or any other property damage or intangible loss or damage to the Exhibitor's personal belongings, whether during opening hours or during the setting up or taking down of the stands, for any reason whatsoever.



12.5. For the exhibited products (e-liquids, equipment or other items), the Exhibitor shall certify on a form provided by the Organiser that he has insurance covering all risks inherent in their consumption or use.

### **13. Disassembly at the end of the Event**

13.1. The Exhibitor must be present at his stand as of the start of the taking down of stands until its complete removal.

13.2. Exhibitors must leave the places, decoration and equipment provided to them in the condition in which they were originally to be found. All damage caused by their installations or goods, whether to equipment or to the building, or to the occupied floor, shall be assessed by the Organiser's technical departments and charged to the Exhibitor responsible.

13.3. The organizer may not be held liable for any theft or damage to the goods, objects or personal belongings stored on-site (during the assembly days, days of the show and disassembly days).

### **14. Computing and Civil Liberties**

14.1. It is recalled that personally identifiable data requested from the Exhibitor are strictly necessary for the organisation of the Event. These data shall be processed in compliance with the legislation on Computing and Civil Liberties, and in particular Law No. 78-17 of 6 January 1978.

14.2. In addition, these data may be intended to provide the Exhibitor with information on the Organiser and its goods and services, including the trade shows and fairs that it organises.

14.3. The Exhibitor has a right of permanent access, modification, correction and opposition concerning the information concerning him.

### **15. Miscellaneous Provisions**

15.1. The Organiser may cancel or postpone the Event if it observes, one month prior to the date of the Event, that less than 80% of the places have been reserved. The registered Exhibitor shall then be returned the sums paid to the Organiser for his participation at the Event. Up until one month prior to the date of the Event, the Exhibitor shall bear all risks connected with the potential failure of the Event to take place, including bearing all costs that he has decided to incur with a view to the Event.

15.2. The Organiser may also cancel or postpone the Event in the event of force majeure. The following shall constitute events of force majeure justifying, at any time, the cancellation or postponement of the Event: all new economic, political or social situations at the local, national, or international level, which were not reasonably foreseeable, independent of the will of the Organiser, and which make it impossible to continue the Event or give rise to risks of disturbance or disorder such as to seriously affect the organisation and proper holding of the Event or the safety and security of persons or property, including any change in legislation concerning electronic cigarettes and their derivative products which require changes to the organisation of the Event or which prevent it from being held.



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15.3. Any infringement of the provisions of the General Terms and Conditions of Participation or of the Exhibitor Technical Dossier may, without prejudice to any other claims, lead to the closure of the stand of the infringing Exhibitor, including where necessary with the assistance of the forces of law and order.

15.4. This shall be case in particular in the event of lack of insurance, non-compliance of the outfitting of the stand, failure to comply with safety rules, failure to occupy the stand, the presentation of products which do not conform to those listed in the request for admission, etc.

15.5 In situations such as mentioned in Art. 15.2, 15.3 and 15.4, a refund of 50% only in a credit note form corresponding to the bare stand\*, stand options and communication offers, valid for 18 months, will be given to the Exhibitor who has fully paid his invoice. The Exhibitor may thus, divide the credit note on the editions taking place within 18 months upon receipt.

The credit note can be combined for Exhibitors having already one from a previous edition and can be used in several times.

This credit note is valid for all Vapexpo offers booth, booth options, communication offers, etc. However, it cannot be exchanged for cash and cannot be transferred to a third-party.

*\* The difference between a turnkey stand with or without furniture and a bare stand is not refunded.*

15.6. Irrespective of whether they are well founded, the grievances of an Exhibitor against another exhibitor, or against the Organiser, shall be discussed away from the Event and must not in any way disturb the tranquillity or image of the Event.

15.7. French law shall govern relations between the Organiser and the Exhibitor.

15.8. In the event of dispute, the Exhibitor expressly undertakes not to bring proceedings before the Courts before having first initiated amicable conciliation proceedings. The Courts of the Organiser's registered office shall alone have jurisdiction.

15.9. Any difficulties in the interpretation of the English version of the General Terms and Conditions of Participation shall be resolved by reference to the meaning of the French version of the General Terms and Conditions of Participation.

**Name of signatory:**

**Position of signatory:**

**Duly authorized for the purposes hereof and representing the Company:**

**Name of the company:**

**Date:**

**Signature of the signatory preceded by the words "read and approved":**

**Company stamp:**