

## General Terms of Service Benefits (CGV)

**Art.1 - OBJET.** The purpose of these terms and conditions is to govern the contractual relationship between the Exhibitor Client on the one hand, and the company SARL L'DISEGNO (a company with a capital of 3,500 euros, whose head office is: 6 rue d'Augis Raville - 28500 CHERISY, R.C.S CHARTRES 528 140 544 00 24) on the other hand. They apply to all services performed by the company DISEGNO, during the duration mentioned in Article 5 below. Any order for services by the Customer results in full and unqualified adherence to these terms and conditions. Any contrary condition placed by the client, containing on the letters, orders, orders or any other document emanating from the latter, will therefore, in the absence of express acceptance of the legal representative of the SARL DISEGNO, unenforceable to the DISEGNO, regardless of when it has been brought to his attention.

**Art. 2 - DEVIS and DE COMMANDE. 2.1. Devis:** Any service of the SARL DISEGNO is the subject of a personalized estimated estimate, sent to the Exhibitor Customer by e-mail. This estimate includes the designation of the services, determined on the basis of the request expressed by the Exhibitor Client, as well as the associated costs. The rental or sale of objects or equipment must be the subject of an initial quote issued by the SARL DISEGNO, showing all the services served, as well as their total amount tax-free.. **2.2. Order of Benefits:** The order of the services is made exclusively by the Exhibitor Client with the company L'DISEGNO by means of the delivery of the quote dated and signed before the date of completion of the validity notified. Subject to the stipulations of Articles 3 and 4 below, the receipt of this quote by the SARL DISEGNO is worth validating the order and formalizing the agreement of the parties, which becomes firm and final. **2.2.1. Order modification:** Any change to the order can only be taken into account if it has arrived in writing no later than 60 days before the benefits are issued. **2.2.2. Complementary order:** Any modification and/or additional order after the signing of the quote, must be confirmed in writing by the Exhibitor Customer and will be subject to separate billing, the settlement of which must be made in accord with the terms established by the SARL DISEGNO.. **2.3 Down payment:** Upon validation of its order, the Exhibitor Customer is liable for a down payment representing 50% (fifty percent) of the total TTC price provided in the quote. With the exception of companies headquartered abroad, as well as any project that is worth less than or equal to 5,500.00 euros, the SARL L'DISEGNO will then request the payment of 100% to the order. In the absence of payment of this deposit, or in the event of a partial settlement, the company L'DISEGNO reserves to suspend its benefits until full payment.

**Art.3 - DISPONIBILITE OF PRESTATIONS.** The issuance of the estimate by sarL SARL DISEGNO does not carry any guarantee as to the availability of the services it mentions. In the event that, for whatever reason, these services are no longer available on the desired dates, sarL L'DISEGNO undertakes to make its best efforts to offer the Exhibitor Customer one or more offers equivalent or similar to the initial application. This proposal is subject to an amending estimate or, if necessary, a simple information note confirmed and validated by email by both parties. If the new proposal or the various solutions submitted by the DISEGNO are refused, the Exhibitor Customer may then request the cancellation of only the unavailable services. DISEGNO will reimburse only benefits either by deduction included in the balance or by refund within thirty days of receipt of the balance by the SARL DISEGNO..

**Art.4 - FORCE MAJEURE and ANNULATION. 4.1. Force Majeure:** The occurrence of a case of force majeure absolving the SARL DISEGNO of liability, if it has the effect of making it impossible to carry out its commitments. During its duration, the situation of force majeure results in the suspension of all benefits of the SARL DISEGNO and thus extends the due of its commitments. A case of force majeure absolving the SARL DISEGNO of its obligation to deliver: any pandemic, war, natural disasters, riots, strikes and accidents caused to personnel or equipment, any disturbances that have occurred in the means of transport used for deliveries or resulting from the state of the lines of communication, any forced reduction in supply, manufacture, means of delivery, and generally any event with the conditions of unpredictability, irresistibility and externality making it impossible to carry out the order. SarL DISEGNO will endeavour to inform the client, in due course, of the above-listed cases and events. **4.2. Cancellation before invoicing and/or settlement:** Any cancellation of the show and/or participation in the event, after the decision of the organiser, the prefect or the Exhibitor Customer will necessarily result in compensation from the Exhibitor Customer to the DISEGNO from the moment the quote has been signed and therefore the order is effective. This compensation will be a lump sum financial remuneration of up to 50.00 HT/m<sup>2</sup> (fifty euros per square meter) which will be charged to the exhibiting customer after cancellation in return for the design work, organisation carried out and the restraint of the installation teams.. **4.3. Cancellation after billing and/or settlement:** In the event of cancellation by the Exhibitor Client, regardless of the cause SARL, quelle qu'en soit la cause ((previously detailed private, personal and major forces), the latter will not be entitled to the deferral of benefits to another date and will be liable for the following sums as an irreducible contractual compensation for termination of contract, subject to deduction of the instalments already paid, which will remain acquired.

- In case of cancellation up to J-30 (thirty) days inclusive of the first day of the services ordered (1st<sup>er</sup> day of intervention or assembly): the down payment of 50% (fifty percent) of the total price provided for in the quote.
- In case of cancellation of the 29th day inclusively on the first day of the services ordered: 75% of the total TTC price mentioned in the quote.

In addition, any costs incurred at the time of the cancellation that would exceed the sums above collected will be due (orders and services suppliers, supply purchases). The company L'DISEGNO advises the Exhibitor Client to approach his broker/agent and/or insurer in order to take out insurance guaranteeing payment of the sums above in case of cancellation of the services ordered.

**Art.5 - DURATION.** These terms and conditions govern the relationship between the company SARL DISEGNO and the Exhibitor Customer until the performance of the services ordered and the full payment by the Customer Exposing the sums due to the SARL DISEGNO..

**Art. 6 - INTELLECTUAL PROPERTY.** All the information provided by the Exhibitor Client, of any kind and in any format (images, sounds, video, HTML pages, fixed or automatically generated, etc.) is and remains the property of the Exhibitor Client. The Client therefore guarantees the company DISEGNO against any third-party appeal based on the illegality or infringing of this information. The intellectual creations made by the company L'DISEGNO for the Exhibitor Client, whatever the nature (plans, sets, logos, videos, commercial wafers, etc.), are and remain the exclusive property of the company L'DISEGNO, the present contract not carrying any transfer of rights.

**Art.7 - PROPERTY OF MATERIALS AND TRANSFERT OF RISKS. 7.1.** The materials delivered by sarL DISEGNO are deemed to remain its exclusive property unless otherwise stipulated. The delivery of the SARL DISEGNO consists of a simple provision of materials delivered exclusive to any transfer of ownership to the benefit of the Cbind Expositant. **7.2. Property reserve: 7.2.1.** However, in the course of a sale of equipment, the goods delivered will remain the property of the SARL DISEGNO until the final and full settlement of the sums due. It is understood, however, that the mere surrender of a security creating an obligation to pay, deals or otherwise, does not constitute a payment within the meaning of this clause, the original claim of the SARL DISEGNO on the client remaining with all the guarantees attached to it, including the reserve of ownership until the sale price is finally collected by the SARL DISEGNO. Until the price has been paid in full, the Cient Expositant is obliged not to dispose of the materials by any means for the benefit of a third party, not to pawn them or to sell them as collateral. In the event of an attribution seizure, or any other intervention by a third party on the materials, the Cient Expositant must inform the SARL L'DISEGNO without delay in order to allow it to oppose it and preserve its rights, including through an action in claim; failing that, the legal representative of the Cientlail Expositant will be personally responsible for the damage suffered by the SARL DISEGNO and he will have to personally repair it. In the event that the SARL DISEGNO grant a client a deferral of maturity, in derogation from the terms of payment provided by the terms of payment provided by the terms of payment, such a postponement would extend the effect of this property reserve clause. In the event of the opening of collective proceedings against the Cientlail Expositant, this clause will be enforceable against the procedural bodies, as well as all creditors. In this case, the client's legal officer will be personally obliged to compensate sarL DISEGNO, on his own money, for the amount of unpaid invoices. **7.2.2. Making it available.** In the context of a provision (example: storage managed by the Exhibitor Client), the goods delivered remain of course the property of the SARL L'DISEGNO, and will have to be returned to the SARL DISEGNO in perfect condition, at the end of the period of availability. **7.2.3. Risk transfer:** In the context of a sale, as in the context of a provision, the customer is fully responsible for the items delivered, as soon as the exhibitor's customer recovers the goods.

**Art. 8 - INSURANCE AND LIABILITY.** It is expressly agreed between the parties that the liability of the SARL DISEGNO will not in any way be retained in the event of a major cancellation, force or event as a result of the alleged or found failure of one or more external claimants, regardless of the consequences and/or an event beyond the control of the L'DISEGNO company. In particular, DISEGNO will not be required to pay any compensation for loss of profits, loss of earnings, loss of image, reimbursement of expenses incurred by the Client or by third parties, loss of data or acquisition costs of products or for any damage, accident, indirect, consecutive or not, any direct or indirect damage related to the execution, non-performance or poor performance of a service by an external provider, any personal or material accident suffered by the Customer and/or any guest by a third party, any theft, loss of funds and securities belonging to the Customer or/and any guest that occurred during the performance of the services, any unforeseen unavailability of a claimant on the date of performance of the benefits, including in the event of an accident, hospitalization, illness of the said provider or any other fortuitous case. To this end, the Cient Expositant undertakes to waive and waive its insurers and/or any guest, if any, any recourse against the company events 2vent in case of occurrence of any of the aforementioned events. In any event, it is expressly agreed between the parties that the liability of the company DISEGNO is capped at the reimbursement of the amount collected by it. **8.1. Responsibility.** The Cbind Exhibitor is liable for the damage that could be caused by its act, carelessness or negligence, the building blocks of the stand and any items that would be exposed or stored there. **8.2. Rental.** In the context of an equipment rental, the customer is responsible for the theft, loss, total or partial destruction of the equipment made available to him. As a result, it must take out insurance by the day of delivery, covering all the goods available to it against the following risks: theft, fire, vandalism, water damage, and more generally against any deterioration. The customer will have to justify this insurance to the SARL DISEGNO by sending to the latter, no later than the day of delivery, a copy of the policy - insurance taken out. Any delay in sending the copy of the policy will justify the allocation of a contractual allowance of 76.50 euros per day of delay to the benefit of sarL L'DISEGNO and at the expense of the client.

**Art. 9 - DISMANTLING - REASSEMBLY OFFER.** After the dismantling of the stand delivered by the SARL L'DISEGNO, it will have no obligation to conserve or stock the equipment made available, unless otherwise agreed stipulated in a winding contract. In the event of a stand reassembly contract, it will be up to the Exhibitor Client to insure all disassembled and stored items against any risk of loss, theft, fire, vandalism or any other case of force majeure, which could occur during dismantling, transport or storage. These risks cannot be borne by the SARL DISEGNO. A winding offer will be proposed by the SARL DISEGNO in agreement with the Exhibitor Client and will be carried in the first place in the established estimate of the latest installation to come. The validated winding can only be taken into account by the SARL DISEGNO if all storage invoices are paid on the dates mentioned. In the event of a late payment on the requested storage costs, the DISEGNO SARL will be able to destroy the stored items after informing the Exhibitor Customer by email. The Exhibiting Customer will remain liable for the sums owed as well as the additional flat-rate destruction costs of 850.00 euros (eight hundred and fifty euros excluding taxes).

**Art. 10 - APPLICABLE LAW.** French law will only apply to contractual relations between any client and sarL L'DISEGNO.

**Art. 11 - COMPETENCE - CHALLENGE.** The Commercial Court of the headquarters of the SARL DISEGNO will be the sole jurisdiction in the event of a dispute of any kind or a challenge to the formation or execution of the order. This clause applies even in the case of a referral, an incidental application for a warranty appeal, or a plurality of defendants, regardless of the method and terms of payment.

**Paul CHENEVIERE**

