

# GENERAL CONDITIONS OF SALE

## Effective from September 1<sup>st</sup> 2019

The signature of the admission request implies the commitment of the exhibitor to respect the General Conditions of Sale and the General Regulations of commercial events (see the website [www.unimev.fr](http://www.unimev.fr)). Failure to comply with any one of these provisions may result in the closure of the stand.

### • CONTROL OF THE EVENT ORGANISATION - ARTICLE 1

QuiltFair reserves the right to modify, provided that it does not substantially modify the admission request initially signed between QuiltFair and the exhibitor:

- before the event, and subject to a reasonable period of notice, the dates and locations considered;
- before and during the event, and without having to inform the exhibitor, the general and particular fixtures and fittings, opening hours and activity programming.

### • EXAMINATION OF ADMISSION APPLICATIONS - ARTICLE 2

QuiltFair decides on the admission applications, without having to justify his decisions. The refused applicant cannot invoke the fact that they have been admitted to previous fair or events, nor can they claim that their registration was requested by QuiltFair. Neither may they invoke the correspondence exchanged between themselves and QuiltFair or the collection of the registration fee, or the publication of their name on any list as proof of admission. Admission rejection may not give rise to the payment of any compensation other than the reimbursement of sums paid to QuiltFair.

### • SPACE ALLOCATION - ARTICLE 3

QuiltFair determines space allocation. It may, at any time, if it deems necessary for any cause, in particular the high number of applications for admission, change the location or size of the space allocated.

No reservations will be accepted from exhibitors. If the modification relates to the allocated area, only a proportional reduction in the price of the service can be made.

### • PROHIBITION OF TRANSFER OR SUBLETTING OF THE EXHIBITION SPACE - ARTICLE 4

The transfer of all or part of the stand or exhibition space is prohibited. For certain events the exhibitor may host other companies on its stand if and only if they are declared as co-exhibitors and the exhibitor pays co-exhibition rights for them.

### • PAYMENT OF SERVICES - ARTICLE 5

The amount of the services ordered and additional services is paid in accordance with payment terms set out in the application form. In addition, orders for additional services cannot be cancelled. Any late payment on the due dates stipulated in the contract entails the application of late payment penalties at the ECB rate + 10% (Article L.441-6 of the Commercial Code), as well as the flat rate indemnity for recovery costs of 40 Euros and any additional recovery. In the absence of payment within the stipulated deadlines, QuiltFair may consider the order as cancelled. The exhibitor themselves will remain liable for all their orders.

### • EXHIBITOR FAILURE TO ATTEND - ARTICLE 6

In case of withdrawal or in the event of non-occupation of the stand for any reason, QuiltFair retains the price of the service provided for in the contract, up to:

- More than 6 months before the first day of the event: 50% of the total amount of the order,
- Less than 6 months before the first day of the event: 100% of the total amount of the order.

Exhibition spaces that are not occupied the day before the opening of the event may be allocated to another exhibitor without the non-installed exhibitor being able to refuse to pay the sums due and claim any compensation whatsoever; the price of the service agreed in the admission application remaining due by the exhibitor.

### • DECLARATION OF PRODUCTS AND SERVICES PRESENTED - ARTICLE 7

Exhibitors declare the complete list of products they wish to present on their application form. If they are agents or distributors, they must also mention the names and contact details of the companies of which they intend to promote the products or services. The application form must be filled in and countersigned for each of them. QuiltFair expressly reserves the right to have any product or service not mentioned on the application form removed, or to proceed with the expulsion of the company that has not been approved under the aforementioned conditions, without prejudice to the application, in respect of the Contractor, of the penalties provided for in Article 5 of this Regulation.

### • IMPORTED ITEMS - ARTICLE 8

For information, the import of goods is an act liable to the imposition of VAT in accordance with Article 293-A of the French General Tax Code.

The organiser of the show thus declines any responsibility in the case of an exhibitor who fails to respect the procedures and obligations with regard to VAT, to which the exhibitor is required to be subject when he or she imports any goods intended for sale in the context of a show which is taking place on French territory.

### • ALTERATION OF STANDS, FACILITIES AND MATERIAL PROVIDED - ARTICLE 9

When taking possession of the allocated stand, the exhibitor makes note of the damage that could possibly affect the spaces made available. A complaint must be made to QuiltFair on the day possession is taken; after this period, any repairs to be made will be invoiced. With regard to the stands, it is forbidden, under penalty of incurring liability, to cut, alter (modify, paint, glue, deteriorate) in any way, the partitions, floors or ceilings and the equipment provided by QuiltFair.

### • EXHIBITION SPACE INSTALLATIONS - ARTICLE 10

As part of the overall safety, design and decoration of the event, which has been decided upon and imposed by QuiltFair, any construction project or installation envisaged by an exhibitor (houses, sheds, tents, advertising or decorative motifs, illuminated signs, stand fittings, etc.) must be submitted for authorisation to QuiltFair, 2 months before the start of the event at the latest. The facades of stands facing an alley must have an opening of at least 50% (of the total length of the stand), otherwise the stand will have to be dismantled (please refer to the Exhibitor's Guide).

### • DISPLAY OF SIGNS AND POSTERS - ARTICLE 11

It is forbidden to place advertising boards or signs outside the stands at points other than those reserved for this purpose. It is also forbidden to add any inscription on the outside of the banners provided by QuiltFair. In the event of infringement, QuiltFair will remove at the expense, risk and peril of the exhibitor, and without any prior notice, any items affixed in violation of this regulation.

### • HYGIENE, FOOD AND CATERING - ARTICLE 12

Exhibitors comply with the departmental health regulations in force at the time of the event. During the visit of the Veterinary Service, the exhibitor shall provide free access to their facilities and goods.

### • INTELLECTUAL PROPERTY, OPERATIONS AND MARKETING RIGHTS FOR PRODUCTS PRESENTED - ARTICLE 13

The exhibitor is responsible for the intellectual property, exploitation or marketing rights relating to the products and services they exhibit (patents, trademarks, models, distribution exclusivities...). These measures must be taken before the products or services are presented at the event, and QuiltFair incurs no responsibility in this respect, especially in case of dispute with another exhibitor or a visitor.

QuiltFair reserves the right to exclude exhibitors already convicted of counterfeiting.

### • ADVERTISING FOR THE PRODUCTS AND SERVICES PRESENTED - ARTICLE 14

The advertising and distribution of promotional items are subject to the general regulations. QuiltFair reserves the right to prohibit any advertising that may cause any prejudice whatsoever. The distribution of flyers can only be done within the stands. Advertising loudly or with a microphone and soliciting are prohibited.

It is forbidden to advertise products or services other than those designated on the admission application form.

## • CONSUMER INFORMATION - ARTICLE 15

Consumer information about their absence of right of withdrawal - Loi Hamon

In accordance with the provisions of Article L.121-97 of the Consumer Code, exhibitors shall inform their consumer customers that their purchases do not give right to retraction:

- by means of a sign on their space: the exhibitors shall display visibly, for their consumer customers, on a panel that can not be less than A3 size and a font size of at least 90, the following sentence

"The consumer does not benefit from the right of withdrawal for any purchase made at this fair or this stand" (ministerial order dated 12th December 2014);

- by means of a framed box in their contract offers: contract offers concluded by exhibitors with consumer clients shall mention, in a visible box in the contract header, and with a font size of at least 12, the following sentence:

"The consumer does not benefit from the right of withdrawal for any purchase made at a fair" (ministerial order dated 12th December 2014).

## • INSURANCE - ARTICLE 16

Exhibitors benefit from an "Fully comprehensive insurance cover during the period of the exhibition" policy (with a 200 Euro deductible amount) and a compulsory "Public Liability" insurance policy undertaken by the organiser, and a premium is charged to the exhibitor in accordance with the number of sqm reserved.

The premium of this compulsory insurance guarantees:

1 - The exhibited goods, fittings and fixtures of the stands for all risks for an amount of 183 Euros per sqm in the hall. If the actual value of the objects exhibited exceeds the guaranteed amount, the insured party is deemed to be his own insurer for the surplus (personal materials or objects are excluded). The exhibitor is offered an additional insurance of 3% in the hall via QuiltFair.

2 - This guarantee applies, provided that the exhibitor has previously, at the opening of the event, filed the list of products and equipment exhibited. In the case of fragile objects or materials, the exhibitor must request a surcharge of 0.40%.

3 - Exhibitor third-party liability for personal injury, property damage, excluding any deprivation of use, shortfall, loss of profits, etc. And in a more general way all the exclusions envisaged in contracts of this type. The exhibitor is liable, both to QuiltFair and to the other participants and third parties, for any damage that may be caused by the persons in his service or by the products exhibited by him.

Excluded from the obligatory insurance:

- a) Theft of flowers and ornamental plants;
  - b) Damage due to breakage;
  - c) Mites or other parasites, and those resulting from poor packaging or assembly and disassembly;
  - d) Losses resulting from fines, confiscation or sequestration;
  - e) Theft or malpractice committed by the representatives or employees of the exhibitor;
  - f) Damages caused by a motor vehicle in the custody of the exhibitor or those working for him;
  - g) Indirect losses resulting from damage;
  - h) Damage resulting directly or indirectly from acts of civil or foreign war, insurrection, riots or strikes, earthquakes, storms or floods.
  - i) Any losses resulting from items missing from stands where distribution or tasting of any goods or beverages is carried out.
  - j) During the opening days and hours of the Exhibition, the aforesaid objects and, at all times, high-priced furs, real lace, pieces of goldsmith work, small-sized high-value works of art and other similar goods, must be enclosed in solid display cases with thick glass that close with grooved safety locks. THESE OBJECTS ARE NEVER INSURED AGAINST THEFT, EXCEPT IN THE CASE OF SMASHING, BREAKAGE OR LOCK PICKING OF THE DISPLAY CASES OR SAFES WHERE THEY ARE CONTAINED.
- For sums greater than the amount of the guarantees subscribed to by the exhibitor with QuiltFair, the signatory waives all recourse against QuiltFair as well as their insurances that would be subrogated to them,
- It is the exhibitor's responsibility to provide proof of the value of the damaged goods, either by the purchase invoice or by an expertise, and this at the expense of the exhibitor.
- k) Damage caused by storm.
  - l) Scratches and dents made to exhibition vehicles.
  - m) The insurance period starts 2 (two) clear days before the opening, until all stands have been taken down on the last day of the event. No vehicle may enter the Park before closing time.

This description of compulsory insurance cannot bind insurers beyond the terms, limits, amounts of guarantees and deductibles of the contracts to which it refers.

On request, the exhibitor can consult the insurance contracts at the QuiltFair head office.

## • SECURITY - ARTICLE 17

Exhibitors are obliged to comply with the regulations of the Decree of 18th November 1987, concerning security regulations on the risks of fire and panic in settings open to the public. They must equally comply with security regulations outlined in the Exhibitors' Guide. QuiltFair decline any liability if the Safety Commission takes the decision to close a stand, in the case of failure to observe the regulations in force.

## • OPENING AND CLOSING OF EXHIBITION SPACES - ARTICLE 18

The stands must be open every day at the fixed times of the event. It is forbidden to leave displayed goods covered during opening hours.

## • VACATION OF EXHIBITION SPACES - ARTICLE 19

Exhibition spaces are put back to their original condition at the exhibitors expense and vacated as specified in the Exhibitor Guide. The exhibitor is liable for any accidents or claims that may result from the nonperformance or late performance of these provisions. QuiltFair may arrange for the removal of equipment and facilities left after the deadline, as well as the restoration of the space that was made available, the costs incurred by these operations being borne by the exhibitor.

## • GENERAL REGULATIONS FOR COMMERCIAL EVENTS - ARTICLE 20

These regulations establish the special conditions of the services provided to the exhibitor by QuiltFair. It is supplemented, in the event of any deficiency, by the supplementary provisions of the UNIMEV (French union for event trades) General Regulations for commercial events (RGM/C/2015), a professional federation of which the Beaujoire Expo Parc is a member (see <http://www.unimev.fr/>).

The present general conditions of sale constitute «the sole basis of the commercial negotiation» within the meaning of article L.441-6 of the Commercial Code.

## ATTRIBUTION OF JURISDICTION - ARTICLE 21

In the case of dispute, the court of NANTES shall be, by the express agreement between the parties, solely competent.

Signature and stamp required, preceded by the statement "read and approved".

QuiltFair