



GENERAL TERMS AND CONDITIONS OF PARTICIPATION

1. DEFINITIONS

- **General Terms and Conditions** means these General Terms and Conditions of Participation. They set out the terms and conditions governing the Exhibitor's participation in the Event.
- **Application for Participation** means the participation application submitted by the applicant to the Organiser for the purpose of participating in the Event.
- **Contractual Documentation** means the General Terms and Conditions together with the practical information available in the Exhibitor Area of the Event Website.
- **Exhibitor Area** means the section of the Event Website accessible exclusively to the Exhibitor.
- **Event** means the EQUIP AUTO-Maroc-MAT trade show organised by the Organiser, to be held from 21 to 24 January 2027 at the Office des Foires et Expositions de Casablanca (Casablanca Exhibition Centre).
- **Exhibitor** means any natural person or legal entity acting for purposes relating to its commercial, industrial, craft, professional or agricultural business activity, whose Application for Participation in the Event has been accepted by the Organiser.
- **Organiser** means EQUIP'AUTO SAS, a simplified joint-stock company (société par actions simplifiée) with a share capital of EUR 6,230,200.00, having its registered office at 43 Route de Vaugirard, 92190 Meudon, France, registered with the Nanterre Trade and Companies Register (RCS) under number 450 593 314, and **GIPAM**, whose registered office is located at 65 Bd Moulay Ismaïl, Casablanca 20290, Morocco. EQUIP'AUTO SAS and GIPAM reserve the right, without the Exhibitor's prior consent, to substitute Automotive Events Morocco, whose registered office is located at 65 Boulevard Moulay Ismaïl, 20290 Casablanca, Morocco, for themselves in respect of all their rights and obligations as soon as such company has been duly incorporated and registered.
- **Venue** means the Office des Foires et Expositions.
- **Event Website** means the website accessible internationally at <https://event.mat.maroc.equipauto.com/inter2027/> and, within Morocco, at <https://event.mat.maroc.equipauto.com/local2027/>

2. COMMITMENT - ADMISSION

Any person wishing to participate in the Event shall complete and submit an Application for Participation to the Organiser.

Before submitting the Application for Participation, the applicant shall read and accept the General Terms and Conditions and the Contractual

Documentation applicable to its participation in the Event.

Each Application for Participation is strictly personal to the applicant.

Every Application for Participation is subject to the Organiser's prior review. The Organiser reserves the right, at its sole discretion and without limitation, to assess and verify, in particular:

- the applicant's financial standing;
- the compatibility of the applicant's business activity with the Event's classification;
- the consistency between the applicant's products and services and the positioning of the Event;
- the neutrality of any message the applicant may communicate during the Event.

Any form of proselytising or political, religious or activist campaigning likely to interfere with the proper conduct of the Event is strictly prohibited.

Any Application for Participation submitted by applicants who remain indebted to the Organiser or to any company within its group, and/or who are involved in litigation with the Organiser or any company within its group, shall be rejected.

The Organiser's decision (acceptance or rejection of the Application for Participation) shall be notified to the applicant by email.

If the Organiser accepts the Application for Participation, the Organiser and the Exhibitor shall be irrevocably bound by an agreement consisting of the Exhibitor's Application for Participation as accepted by the Organiser together with the Contractual Documentation.

Accordingly, upon acceptance of the Application for Participation:

- the Organiser undertakes to provide the Exhibitor with an exhibition stand corresponding to the specifications indicated in the Application for Participation and to supply the additional services requested therein, subject to the provisions of Article 10 below;
- the Exhibitor undertakes to pay the amounts specified in the Application for Participation and to comply with all provisions of the Contractual Documentation;
- the Exhibitor may not modify its participation (including, without limitation, any change to the stand area) unless expressly authorised by the Organiser;
- the Exhibitor may neither withdraw nor cancel its participation for any reason whatsoever (including in the event of disagreement concerning stand allocation),



except in the limited circumstances set out below. Should the Exhibitor nevertheless cancel its participation, it shall remain liable for the cancellation fee referred to in Clause 8.1 of these General Terms and Conditions;

- the Exhibitor may cancel its participation only in the limited circumstances provided for in Articles 3.2 and 4.2 below.

The services ordered by the Exhibitor and undertaken by the Organiser are independent and severable.

If the Application for Participation is rejected, the Organiser shall, where applicable, reimburse the Exhibitor for the amount of the initial deposit already paid.

It is expressly agreed that rejection of an Application for Participation is at the Organiser's sole discretion and shall not give rise to any appeal, claim or entitlement to damages.

The Organiser reserves the right not to process any Application for Participation received after the registration deadline established by the Organiser.

After this deadline, the Organiser does not guarantee the availability of the proposed stand fittings or layouts.

It is further expressly agreed that the Exhibitor's admission to the Event shall in no way oblige the Organiser to admit the Exhibitor to future editions of the Event or to any other event organised by the Organiser's group, nor shall it confer upon the Exhibitor any right of reservation or priority in this respect.

3. CONTRACTUAL DOCUMENTATION

3.1 Acceptance

The Exhibitor acknowledges having read and accepted the Contractual Documentation without restriction or reservation prior to submitting its Application for Participation to the Organiser.

Admission to the Event constitutes the Exhibitor's full and unconditional acceptance of the Contractual Documentation, unless otherwise expressly agreed in writing between the Organiser and the Exhibitor.

3.2 Amendments to the General Terms and Conditions

The Organiser reserves the right to amend these General Terms and Conditions at any time.

Any amendment shall be notified to the Exhibitor in writing in advance.

Any amendments resulting from changes in applicable laws or regulations and/or relating to the health and/or safety of persons or property shall take immediate effect without requiring the Exhibitor's approval or the execution of any additional document.

Such amendments shall be communicated to the Exhibitors without delay, and the Exhibitors shall

not be entitled to claim any compensation or terminate their participation on the grounds of such amendments.

Any other amendments to the General Terms and Conditions shall be notified in writing to the Exhibitors and shall become effective following a notice period of thirty (30) days.

The Parties expressly agree that only material amendments affecting Articles 4.2, 8, 25 and 26 of these General Terms and Conditions shall entitle the Exhibitor to terminate its participation, provided that notice of termination is given within eight (8) days from receipt of the notification.

Such notice of termination must be sent by the Exhibitor to the Organiser within the above-mentioned period by registered letter with acknowledgement of receipt (or any legally equivalent registered mail service in the applicable jurisdiction).

4. EVENT ARRANGEMENTS

4.1 Acceptance of the Event Arrangements

The Organiser shall determine the arrangements for the Event. In particular, it shall determine the Venue where the Event will be held, its opening and closing dates, its duration, the Venue opening and closing hours, the Event layout and fit-out, the programme of activities and events, as well as the registration closing date.

All Event arrangements are set out on the Event Website and are accepted by the Exhibitor when submitting its Application for Participation.

The Organiser incurs costs and expenses in advance of the Event, including, without limitation, the management of registrations and the advertising and promotion of the Event.

4.2 Changes to the Event Arrangements (other than those referred to in Articles 25 and 26)

The Organiser may modify the Event arrangements (including, without limitation, the duration of the Event, the Venue opening and closing arrangements, etc.), without entitling the Exhibitor to terminate its participation, except in the circumstances set out below.

If the Event is postponed to a later date or if the Venue is changed, other than in the cases referred to in Articles 25 and 26 below, the Exhibitor shall be notified of such changes by any written means.

Unless the Exhibitor terminates its Application for Participation by sending notice to the Organiser by registered letter with acknowledgement of receipt within eight (8) days of such notification, the new dates and/or the new Venue shall be deemed to have been accepted by the Exhibitor.

The Organiser shall retain any deposit and/or participation fees already paid by the Exhibitor in respect of the postponed Event, and the Exhibitor shall remain liable for payment of all outstanding instalments relating to its participation in the postponed Event in accordance with the payment schedule as amended *mutatis mutandis*.

If the Exhibitor validly terminates its participation within the above-mentioned period, all sums



received by the Organiser shall be refunded to the Exhibitor, without any additional compensation.

4.3 Cancellation of the Event

If the Event is cancelled, other than in the cases referred to in Articles 25 and 26 below, the Organiser shall promptly notify the Exhibitors by any written means, and all sums received by the Organiser shall be refunded to the Exhibitor, without any additional compensation.

5. PARTICIPATION FEES AND PAYMENT TERMS

5.1 Participation Fees

The participation fees are specified in the Contractual Documentation.

All prices stated in documents issued by the Organiser or on the Event Website are expressed in Euros and Moroccan Dirhams, exclusive of taxes.

In accordance with the applicable legal and regulatory provisions, the applicable Value Added Tax (VAT) shall be added at the rate in force.

5.2 Early Booking Discount

Any early booking discount or price reduction offered at the time the Exhibitor submits its Application for Participation shall be calculated on the basis of the stand area reserved by the Exhibitor in such application.

If the Exhibitor subsequently increases the reserved stand area, the amount of the early booking discount shall remain unchanged. Conversely, where the Organiser agrees to a subsequent reduction in the reserved stand area, the amount of the early booking discount shall be reduced proportionately to the reduction in the reserved stand area.

5.3 Payment Terms

Participation fees shall be payable upon presentation of an invoice in accordance with the following schedule:

- 50% upon submission of the Application for Participation via the Event Website;
- the balance on 1 November 2026.

Invoices issued by the Organiser are payable in full upon receipt. Payments shall be made by bank transfer, cheque or credit card. No discount shall be granted for early payment or payment in cash. Payments must be made to the order of the Organiser in Euros.

Any registration made less than thirty (30) days before the opening of the Event shall be invoiced in full on the date of registration. Such invoice shall be payable immediately.

Any order for stand fitting services or additional services placed after the Exhibitor's registration shall be payable in full at the time the order is placed.

No stand location shall be allocated to the Exhibitor

until the first deposit has been paid.

Stands shall only be made available to Exhibitors on the opening day of the Event once all outstanding invoices (including registration fees, additional services and any other charges) have been paid in full.

5.4 Late Payment

Any amount remaining unpaid after the due date specified on the invoice shall automatically bear late payment interest at a rate equal to three (3) times the applicable statutory interest rate, accruing from the day following the invoice due date.

If the payment deadlines referred to in Article 5.3 ("Payment Terms") are not complied with, the Organiser shall also be entitled to charge a fixed compensation of EUR 40 in respect of recovery costs, in addition to the late payment interest referred to above (pursuant to Articles L441-1, L441-10 and D441-5 of the French Commercial Code).

It is expressly agreed that this fixed compensation shall not prejudice the Organiser's right to recover any additional costs incurred in collecting outstanding invoices.

6. SECURE ONLINE PAYMENTS AND EVIDENCE OF ONLINE TRANSACTIONS

The Event Website is protected by a secure payment system.

The Organiser uses the SSL encryption technology provided by **ATOS**, which encrypts and secures confidential information.

Unless proven otherwise, the data recorded by the Organiser shall constitute evidence of all transactions entered into between the Organiser and the Exhibitor.

The data recorded by the payment system shall constitute evidence of all financial transactions.

7. VALUE ADDED TAX (VAT)

Due to the location of the Event, the Exhibitor's participation is subject to the applicable local Value Added Tax (VAT), currently levied at a rate of 20%.

8. TERMINATION CLAUSE - CANCELLATION FEE

8.1 If the Exhibitor fails to pay any amount due by the applicable due date, for any reason whatsoever, the agreement between the Exhibitor and the Organiser shall be terminated seven (7) days after the Organiser has sent the Exhibitor a formal notice expressly referring to the provisions of this Article 8.1, by any appropriate written means, and such notice has remained without effect.

Likewise, if the Exhibitor indicates its intention not to honour its commitment to participate in the Event, for any reason whatsoever, the Organiser may invoke the termination clause set out in this Article by serving the Exhibitor with formal notice requiring it, within seven (7) days, to withdraw its cancellation and confirm its participation.



The above-mentioned seven (7)-day period shall begin to run from the date on which the formal notice is notified to the Exhibitor.

The agreement shall be automatically terminated upon expiry of the above-mentioned period, without the Organiser being required to obtain a court order or judicial declaration to that effect, and the Organiser shall immediately recover the unrestricted use of the stand area allocated to the Exhibitor.

If the agreement is terminated pursuant to this clause, the Exhibitor shall remain liable to pay the Organiser, by way of cancellation fee, the full amount payable in respect of its participation in the Event. Accordingly, all sums already paid shall be retained by the Organiser, and any outstanding amounts shall become immediately due and payable.

8.2 By way of exception to the foregoing, the agreement between the Exhibitor and the Organiser shall be terminated immediately and automatically, without prior formal notice:

- if the Exhibitor has not occupied its stand by no later than the day before the Event opens to the public, for any reason whatsoever;
- if the Exhibitor registers less than thirty (30) days before the opening date of the Event and fails, for any reason whatsoever, to make the payment referred to in Article 5 of these General Terms and Conditions within the period specified therein.

In the circumstances referred to in this Article 8.2, the consequences of termination shall be the same as those set out in Article 8.1 above.

9. INSURANCE

9.1 Public Liability

The Organiser shall not be liable for any damage caused by Exhibitors to third parties, including the operator and owner of the Venue hosting the Event.

The Exhibitor therefore undertakes, no later than sixty (60) days before the scheduled commencement date of the Event set-up period, to take out, with insurance companies authorised to conduct insurance business in Morocco, insurance policies covering its public liability and that of any person directly or indirectly involved in the conduct of its activities during the Event, including its employees, service providers and subcontractors.

Such insurance must cover the Exhibitor against all bodily injury, property damage and consequential or non-consequential financial loss caused to its employees, subcontractors, the Organiser or any third party in connection with its participation in the Event, including during the set-up and dismantling periods.

At the Organiser's first request, the Exhibitor undertakes to provide a valid certificate issued by its insurer specifying the cover taken out, the applicable limits of cover and the period of validity. Failing this, the Organiser reserves the right to deny

the Exhibitor access to the Event, without the Exhibitor being entitled to any compensation.

9.2 Tenant's Liability and Exhibitor's Property

The Organiser shall furthermore not be liable for:

- property damage caused to the operator and/or owner of the Venue, affecting movable or immovable property, arising from any of the following events: fire, lightning, explosion, water damage, acts of terrorism or natural disasters;
- damage caused to property belonging to the Exhibitor or placed in its custody

The Exhibitor undertakes to insure all equipment and items displayed on its stand during the Event against all risks, including, in particular, fire, theft, explosion, collapse and water damage.

The Exhibitor undertakes to take out tenant's liability insurance covering the financial consequences of any civil liability it may incur in respect of property damage caused to the Venue hosting the Event and any consequential or non-consequential financial loss caused to the Venue operator or owner in connection with its occupation of the Venue. The Exhibitor must provide evidence that such tenant's liability insurance has been taken out by sending the Organiser, no later than sixty (60) days before the commencement of the Event set-up period, the duly signed "insurance certificate" form bearing the insurer's official stamp.

9.3. Waiver of Recourse

a) Against the Venue Operator and/or Venue Owner

Except in the event of wilful misconduct by the Venue operator and/or owner, the Exhibitor waives any right of recourse against the Venue operator and/or owner and their respective insurers in respect of:

- any damage caused to any of the Exhibitor's property, regardless of the event giving rise to such damage;
- any indirect loss suffered by the Exhibitor and caused by the Venue operator or Venue owner.

The Exhibitor further waives any right of recourse against the Venue operator and/or owner and their respective insurers if any of the following events occurs and causes loss or damage to the Exhibitor:

- fire, theft, water damage, damp or any other circumstance affecting the Exhibitor's own property, it being the Exhibitor's responsibility to insure against such risks;
- abnormal conduct by other occupants of the Venue, their employees or suppliers, or by visitors;
- any interruption or malfunction affecting the supply of water, gas, electricity or air conditioning, or, more generally, any failure or shutdown, even if prolonged,



caused by circumstances beyond the control of the Venue operator and/or owner, affecting utilities, including automatic sprinkler systems, heating, air conditioning or any shared equipment at the Venue;

- contamination of the heating, water or air-conditioning systems caused by circumstances beyond the control of the Venue operator and/or Venue owner;
- any security measures taken by the Venue operator and/or owner and/or any administrative authority, where such measures cause loss or damage to the Exhibitor.

The Exhibitor undertakes to obtain equivalent waivers of recourse from its insurers.

b) Against the Organiser

The Exhibitor also waives any right of recourse that it or its insurers may be entitled to exercise against the Organiser and its insurers in respect of losses covered by the tenant's liability insurance policy and in respect of any direct or indirect damage caused to the Exhibitor's property, equipment and installations or those of its employees, as well as any loss of business and/or additional costs, regardless of the cause, except in the event of wilful misconduct.

The Exhibitor undertakes to obtain equivalent waivers of recourse from its insurers.

9.4. Group Insurance Arranged by the Organiser

The Organiser has taken out, on its own behalf and on behalf of each Exhibitor, a public liability insurance policy covering the financial consequences of any civil liability that may be incurred in connection with participation in MAT EXPO MAROC. This insurance covers, in particular, bodily injury, property damage and consequential or non-consequential financial loss caused to third parties during the Event.

The Organiser and the Exhibition Centre accept no liability for any loss, theft, deterioration or destruction of property, equipment, goods or materials belonging to Exhibitors, regardless of the cause.

However, cover against theft involving forcible entry or assault is included in the administration fee. The maximum amount of such cover is set at MAD 10,000 per Exhibitor, subject to an excess of MAD 2,500 per claim, in accordance with the terms and conditions of the insurance policy taken out by the Organiser.

Each Exhibitor is advised to assess the actual value of its property and, where it considers this necessary, to take out additional insurance covering, in particular, displayed goods, equipment, transport-related risks, set-up and dismantling risks, as well as any other risks not covered by the insurance included in the administration fee.

By the mere fact of participating in MAT EXPO MAROC, the Exhibitor, both on its own behalf and on behalf of its insurers, waives any right of recourse against the Organiser, its insurers, the Exhibition Centre and the other Exhibitors, except in the event of gross negligence or wilful misconduct, in accordance with applicable Moroccan law.

10. ALLOCATION OF STAND LOCATIONS

The Organiser shall draw up the Event floor plan and allocate stand locations, taking into account the sector-based layout of the Event and the order in which applications are accepted. The Organiser shall use its best efforts to take into account the preferences expressed by Exhibitors and the nature of the products displayed. In this respect, having regard to the constraints involved in allocating locations to all Exhibitors, the Organiser reserves the right, with the Exhibitor's consent, to modify the stand area requested by the Exhibitor by up to twenty per cent (20%) and to adjust the corresponding invoice accordingly, without the Exhibitor being entitled to cancel its participation. The Organiser shall have sole discretion with regard to both the overall layout of the Event and the location of stands within the Venue.

Participation in previous events shall not confer upon the Exhibitor any entitlement to a specific stand location.

Any complaint relating to the stand location allocated to the Exhibitor must be submitted to the Organiser in writing within seven (7) days from the date on which the floor plan is sent.

In order to be considered by the Organiser, such complaint must be supported by a detailed submission setting out the genuine and serious grounds on which it is based.

If the Exhibitor does not submit a complaint within seven (7) days from the date on which the details of its stand location are sent, the allocated location shall be deemed to have been accepted by the Exhibitor.

Under no circumstances shall the Organiser be liable to the Exhibitor for any consequences arising from the stand location allocated to it, including, without limitation, any interference with its use and enjoyment of the stand or any commercial loss.

11. SUBLETTING / CO-EXHIBITING

The Exhibitor may not advertise, in any form



whatsoever, any company that is not exhibiting at the Event. The Exhibitor is also prohibited from assigning or subletting all or part of the allocated stand location without first obtaining the Organiser's written approval and declaring to the Organiser any partners participating on its stand, including co-Exhibitors and represented companies.

If such partners are accepted by the Organiser, the Exhibitor shall pay a specific registration fee for each company present on its stand. The Exhibitor undertakes to provide each such company with the Contractual Documentation and guarantees that all companies present on its stand shall comply with the Contractual Documentation. The Exhibitor shall, in particular, be liable for any breach of these General Terms and Conditions committed by any company present on its stand. The Exhibitor shall also indemnify and hold the Organiser harmless against any claims, disputes, liabilities, judgments, costs or expenses arising from any company present on its stand in connection with its participation in the Event.

12. STANDS

Information relating to the installation, fitting-out and removal of stands shall be made available in the Exhibitor Guide.

12.1 Use of the Stand – Compliance with Legal and Regulatory Requirements

Exhibitors are required to be familiar with and comply with all regulations in force at the time of the Event, whether issued by public authorities or by the Organiser, including, in particular, the prohibition on smoking in premises intended for collective use and the applicable fire safety and health and safety regulations.

The fire safety regulations and the health and safety regulations shall be provided to Exhibitors in the Exhibitor Guide.

The Organiser shall prohibit the operation of any stand that does not comply with such regulations.

The Exhibitor undertakes to comply with all legal and regulatory requirements applicable to its business and/or to any activities or services that it intends to carry out in connection with its participation in the Event.

In this respect, the Exhibitor shall make all mandatory declarations and shall be solely responsible for obtaining all necessary authorisations, permits or approvals, including, in particular, in connection with the sale or free distribution of beverages for consumption on the premises, so that the Organiser shall under no circumstances incur any liability in this respect.

The Exhibitor further undertakes not to cause any nuisance, including noise or odour nuisance, to neighbouring Exhibitors and not to interfere with the organisation or proper conduct of the Event.

12.2 Exclusive Stand Services

For the purpose of optimising the safety and security of persons and property during the Event, any Exhibitor wishing to use certain security,

cleaning or handling services accepts the prior selection and negotiation carried out by the Organiser and appoints the Organiser to enter into the relevant service agreement or agreements in the Exhibitor's name and on its behalf.

The Exhibitor acknowledges that it was informed of the essential terms of such services when submitting its Application for Participation and that it must refer to the Exhibitor Guide for further information.

The Organiser's mandate shall terminate automatically upon execution of the relevant cleaning, handling and/or security service agreement.

The performance of the agreement and all matters arising from it shall thereafter be managed exclusively between the Exhibitor and the service provider.

The Exhibitor shall pay the price of the service directly to the service provider, and the Organiser shall not act as guarantor of the service provider's obligations.

Any complaint must therefore be addressed to and handled directly by the service provider, the Organiser remaining a third party to that contractual relationship.

In all circumstances, pursuant to this mandate, only the Exhibitor shall be bound towards the relevant service provider.

The Exhibitor may under no circumstances seek to hold the Organiser liable, except in respect of the specific tasks entrusted to the Organiser as strictly defined above.

12.3 Damage

Unless otherwise stated, the stand location, stand and equipment made available to the Exhibitor by the Organiser shall be deemed to be in good condition.

The rented stand location must be returned to the Organiser clean and free of all waste.

Any stand and equipment supplied as part of the stand fit-out must be returned to the Organiser in good working condition, subject to normal wear and tear.

Any damage caused to the occupied area, the stand, the supplied equipment or the existing infrastructure and identified when the stand is returned shall be invoiced to the Exhibitor.

12.4 Occupation of Stands

Exhibitors undertake to occupy their stands no later than the day before the Event opens to the public.

The stand must remain occupied by the Exhibitor at all times during the Event's opening hours to visitors.

12.5 Badge Readers on Stands

Where badge readers are provided to Exhibitors, they enable visitors who so wish to scan their badges in order to identify themselves at the Exhibitor's stand.

This enables the Organiser to transmit the following personal data to the Exhibitor: surname, first name, job title, email address, company name and telephone number.



As such identification is entirely voluntary on the part of visitors, the Organiser gives no undertaking as to the volume of personal data that will be transmitted to the Exhibitor.

The Exhibitor is responsible for complying, in particular, with all applicable personal data protection and direct marketing rules.

Under no circumstances may the Organiser be held liable for the use made of such data by the Exhibitor, which shall remain solely responsible for such use.

The Exhibitor is also informed that data collected through badge readers shall be processed by the Organiser for statistical purposes and for the purpose of analysing stand attendance and visitor interaction.

13. AUTHORISED PRODUCTS, BRANDS AND SERVICE

The Exhibitor may display on its stand only those products, brands and services approved and listed in its Application for Participation.

The Exhibitor further represents and warrants that it owns the intellectual property rights relating to the products or services displayed on its stand or that it has been duly authorised by the owner of such rights to display those products, brands or services.

The Exhibitor certifies that the products or services displayed comply with the safety standards imposed by the applicable regulations and assumes full responsibility for any defects affecting such products or services.

The Organiser shall not incur any liability in this respect.

14. VISIBILITY AND PROMOTIONAL CONTENT

The Exhibitor shall be solely responsible for the content of any information supplied by it for dissemination by the Organiser or publication on the Event Website, including information concerning the Exhibitor and, in particular, its products and/or services, specifications, performance, prices and other related information.

The Exhibitor warrants to the Organiser that all such information is lawful and, in particular, that it complies with all applicable legislation governing the designation, offering, presentation, instructions for use, description of the scope and terms of any warranty relating to goods, products or services presented online, and, more generally, with advertising and consumer protection law.

All texts, logos, illustrations, photographs, visual materials, products and brands shall be published under the sole responsibility of the Exhibitor, which shall be solely liable for any reproduction rights or other intellectual property rights relating thereto.

The Exhibitor shall indemnify and hold the Organiser harmless against any amicable or judicial claim brought by a third party.

15. UNLAWFUL RESALE OF ADMISSION DOCUMENTS

Habitually offering, placing on sale, displaying for the purpose of sale or transfer, or providing the means for the sale or transfer of admission documents to the Event, including admission tickets, invitations, badges and passes, without the Organiser's authorisation, whether in a public place, a private place or on the Internet, constitutes a criminal offence.

Such offence may result in questioning and arrest by the police and is punishable by a fine of fifteen thousand euros (EUR 15,000.00).

In the event of a repeat offence, the fine shall be increased to thirty thousand euros (EUR 30,000.00), pursuant to Article 313-6-2 of the French Criminal Code.

16. INVITATION CARDS

Invitation cards may neither be reproduced nor resold, failing which the persons concerned may be subject to the proceedings and penalties set out in Article 313-6-2 of the French Criminal Code.

In this respect, the Organiser reserves the right to deactivate any invitation card where fraudulent use, including resale, reproduction or theft, has been brought to its attention.

17. DEMONSTRATIONS AND ACTIVITIES

17.1 Demonstrations

Demonstrations within the Event may only be carried out for products requiring a specific technical explanation. Such demonstrations shall also be subject to the Organiser's prior written approval.

Demonstrations conducted on a platform raised above the originally planned floor level are prohibited. Demonstrations involving the use of microphones, public addressing, solicitation or touting, in any form whatsoever, are strictly prohibited. The total or partial closure of stands during the Event's opening hours to the public, including during any demonstration, is prohibited unless the Organiser has given its prior written approval.

17.2 Activities and Entertainment

Any attraction, performance or activity held within a stand must receive the Organiser's prior approval.

For this purpose, the Exhibitor must submit a detailed proposal specifying, in particular, the equipment and sound sources to be used and the nature of the proposed activity.

In all cases, loudspeaker output shall not exceed thirty (30) decibels (dBA), with loudspeakers directed towards the inside of the stand and angled towards the floor. The overall sound level shall not exceed eighty-five (85) decibels (dBA).

Demonstrations and activities must not, under any circumstances, cause a nuisance to neighbouring Exhibitors, obstruct circulation or otherwise interfere with the proper conduct of the Event. Failing this, any approval granted may be withdrawn without prior notice.



18. ADVERTISING

Any illuminated or sound-based advertising must comply with the Event's stand decoration rules and shall be subject to the Organiser's prior written approval. Such approval shall remain conditional upon the advertising not causing any nuisance to neighbouring Exhibitors, obstructing circulation or otherwise interfering with the proper conduct of the Event. Failing this, the approval may be withdrawn without prior notice.

The distribution of leaflets, vouchers and other printed materials in the aisles or anywhere within the Venue is strictly prohibited unless expressly authorised by the Organiser.

Leaflets, vouchers and other printed materials may only be made available within the Exhibitor's stand.

Any document handed to visitors at the stand, including business cards, order forms and similar documents, must display the stand name or the Exhibitor's corporate name as stated in its Application for Participation. Any document intended to divert Event visitors for the Exhibitor's own benefit is prohibited.

19. COUNTERFEITING AND INFRINGEMENT

The Exhibitor shall be solely responsible for protecting the intellectual and/or industrial property rights relating to the equipment, products, services and brands displayed, in accordance with the applicable laws and regulations. The Organiser shall have no liability in this respect, including in the event of a dispute with another Exhibitor or visitor. Where an act of infringement or counterfeiting has been duly established by a court decision, regardless of the date of such decision, the Organiser may require the Exhibitor to comply with that decision.

Failing such compliance, the Organiser reserves the right to refuse the Exhibitor admission to the Event or to apply the sanctions provided for in these General Terms and Conditions, without the Exhibitor being entitled to any compensation.

20. DISPLAY OF PRICES

Product prices must be displayed in French and inclusive of all taxes, in accordance with the applicable legislation, and must be clearly visible so as to provide the public with adequate information.

Any announcement of a price reduction, including any rebate, discount or allowance, made by means of labelling, marking or display, must comply with the applicable legal and regulatory requirements governing price advertising to consumers. Such announcements may only be made using signs placed inside the stands. The maximum permitted size for such signs is 30 cm x 20 cm.

21. SACEM DECLARATION

Any Exhibitor wishing to play or broadcast music on

its stand must inform the Organiser in writing in advance. The Exhibitor shall remain solely responsible for complying with all intellectual property rights relating to the use or broadcast of music. Accordingly, the Exhibitor must make the appropriate declaration concerning the broadcast of music on its stand to SACEM and pay all related royalties and charges.

The Exhibitor shall indemnify and hold the Organiser harmless against any claim and/or action brought by any third party as a result of the Exhibitor's failure to comply with these obligations.

22. PHOTOGRAPHY, FILMING, TRADE MARKS AND CONTENT

The Exhibitor expressly authorises the Organiser, **free of charge**:

- to take photographs and/or make films depicting the Exhibitor, members of its team and the products displayed on its stand;
- to use such images freely on any medium, including for advertising and promotional purposes and on the Internet, in France and abroad, for a period of five (5) years from the date of the Exhibitor's Application for Participation;
- to cite and reproduce, free of charge, the Exhibitor's trade mark or corporate name as a commercial reference for the Organiser's communication purposes, on any medium, including the Internet, in France and abroad, for a period of five (5) years from the date of the Exhibitor's Application for Participation;
- where applicable, to present, broadcast, reproduce, adapt, record, edit, translate, use and otherwise exploit, free of charge, any content presented by the Exhibitor during the Event, in respect of which the Exhibitor confirms that it is the author or has obtained all necessary permissions, as well as any contribution made by the Exhibitor, for the Organiser's communication purposes, on any medium, including the Internet, in France and abroad, for a period of five (5) years from the date of the Exhibitor's Application for Participation.

Any Exhibitor that does not wish all or part of its stand, any item displayed thereon, including any logo, trade mark or model, or certain members of its team to appear in any films, photographs and/or online materials used to promote the Event must notify the Organiser in writing before the opening of the Event.

Any Exhibitor wishing to take photographs or make recordings of the Event must inform the Organiser in writing in advance. The Exhibitor shall be solely responsible for obtaining all permissions required for any photography or filming carried out in connection with the Event and for complying with the image rights and privacy rights of each



Exhibitor, visitor or other participant in the Event.

Organiser.

23. EVENT CATALOGUE

Only the Organiser shall be entitled to publish, arrange for the publication of and distribute the Event catalogue. The information required for the preparation of the catalogue shall be supplied by the Exhibitors under their sole responsibility. The Organiser shall under no circumstances be liable for any omission, reproduction error, typesetting error or other error arising from information supplied by the Exhibitor.

24. PRACTICAL INFORMATION

All information concerning the practical details of the Exhibitor's participation in the Event is available in the Exhibitor Area of the Event Website.

25. CANCELLATION OR POSTPONEMENT OF THE EVENT DUE TO FORCE MAJEURE

25.1 Definition of Force Majeure

The following shall constitute an event of Force Majeure:

- any event qualifying as force majeure within the meaning of Article 1218 of the French Civil Code;
- any event or circumstance which, whether or not it satisfies the conditions of force majeure under Article 1218 of the French Civil Code, renders the operation of the Venue and/or the holding of the Event impossible, or creates a risk of disruption or disorder likely to seriously affect the organisation and proper conduct of the Event or the safety of persons and property, provided that such event or circumstance is not attributable to any fault or negligence on the part of the Organiser, including in particular:
 - o fire, explosion, flooding, storms, lightning or natural disasters;
 - o riots, strikes, war, acts of terrorism or a credible threat of terrorism;
 - o a proven risk to the safety of persons and/or property;
 - o epidemics, public health emergencies, health crises or proven health risks;
 - o damage to technical equipment making it impossible to operate the Venue or seriously compromising the proper conduct of the Event;
 - o shortages affecting the supply of consumable materials;
 - o any decision by an administrative authority ordering the closure of the Venue and/or prohibiting the holding of the Event;
 - o any requisition or decision by a third party binding upon the

25.2 Consequences for the Event

Where an event of Force Majeure prevents the Event from taking place under the conditions originally planned, the Organiser shall be entitled to cancel the Event, modify its dates, duration and/or Venue, decide to extend or close the Event early, or otherwise adapt the Event to the prevailing circumstances, without the Exhibitors being entitled to claim any compensation.

If the Event is cancelled due to Force Majeure, all sums received by the Organiser shall be refunded to the Exhibitor after deduction of a proportionate share of the costs and expenses incurred by the Organiser in connection with the Event, including, without limitation, administration fees, organisational costs, promotional expenses and costs incurred for the proper conduct of the Event. The amount refunded to each Exhibitor shall be calculated pro rata to the participation fees payable by that Exhibitor.

If the Event is postponed to a later date and/or transferred to another Venue, if its duration or opening arrangements are modified, or if the Event is otherwise adapted due to Force Majeure, the deposit and/or participation fees already paid by the Exhibitor shall be retained by the Organiser and credited towards the Exhibitor's participation in the postponed or modified Event. The Exhibitor shall remain liable for payment of all outstanding instalments relating to its participation in the postponed or modified Event, in accordance with the payment schedule as amended *mutatis mutandis*. Under no circumstances shall the Exhibitor be entitled to cancel its participation, request reimbursement of sums already paid or claim any compensation.

26. HARDSHIP

If, due to an unforeseeable change in circumstances occurring after the conclusion of the agreement, performance of the agreement becomes excessively onerous for the Organiser, the Organiser reserves the right to cancel the Event or, before the Event takes place, to modify its dates, Venue, duration and the opening and closing hours of the Venue. Such changes shall not substantially alter the format of the Event and shall be notified to the Exhibitor within a reasonable notice period.

If the Event is cancelled under the conditions set out in this Article, all sums received by the Organiser shall be refunded to the Exhibitors, without any entitlement to compensation.

If the Event or its organisational arrangements are modified in accordance with this Article, the deposit and/or participation fees already paid by the Exhibitor shall be retained by the Organiser and applied towards the Exhibitor's participation in the modified Event. The Exhibitor shall remain liable for payment of all outstanding instalments relating to



its participation in the modified Event, in accordance with the payment schedule as amended *mutatis mutandis*.

The Exhibitor shall not be entitled to cancel its participation, request a full or partial refund of the participation fees or claim any compensation.

The provisions of Article 1195 of the French Civil Code concerning unforeseen changes in circumstances shall not apply to these General Terms and Conditions or to any agreement entered into between the Organiser and the Exhibitor on the basis hereof. The Organiser and the Exhibitor acknowledge that the Contractual Documentation contains all provisions that they consider necessary and sufficient to govern such changes in circumstances, including the provisions of this Article 26, and that, for all other matters, they agree to assume the risks contemplated by Article 1195 of the French Civil Code. Each Party expressly waives the benefit of Article 1195 of the French Civil Code and any rights it might otherwise have derived therefrom.

27. PERSONAL DATA

The Organiser, acting as data controller, processes the Exhibitor's personal data for the purposes of managing the Exhibitor's Application for Participation and its commercial relationship with the Organiser, in performance of these General Terms and Conditions of Participation. The Exhibitor's personal data are also processed for security purposes, in order to enable the Organiser to comply with its legal and regulatory obligations and to improve and personalise its services. Depending on the choices made by the Exhibitor when submitting its Application for Participation, the Exhibitor may also receive, through any communication channel, commercial offers and information relating to the Organiser's activities and services. Where applicable, and on the basis of the Exhibitor's consent, which may be withdrawn at any time, the Exhibitor's personal data may also be processed for the purpose of sending commercial offers and information concerning other events organised by the Organiser and/or its partners.

Only the Organiser's authorised internal teams and service providers involved in organising and managing the Event shall have access to the Exhibitor's personal data. Where applicable, such data may also be communicated to third parties in accordance with the choices made by the Exhibitor, including partners and/or entities belonging to the Organiser.

Personal data identified as mandatory in the Application for Participation are required for the conclusion and performance of the agreement between the Exhibitor and the Organiser. Without such data, the Organiser will be unable to process the Exhibitor's requests. In accordance with applicable data protection legislation, the Exhibitor has the right of access, rectification, objection,

erasure, restriction of processing and data portability. These rights may be exercised at any time by writing to EQUIP'AUTO SAS, 43 Route de Vaugirard, 92190 Meudon, France, or by email at privacy@equipauto.com. The Exhibitor also has the right to lodge a complaint with the French Data Protection Authority (CNIL).

The Exhibitor's personal data shall be retained for the duration of its commercial relationship with the Organiser and thereafter until the end of the third (3rd) edition of the Event following the Exhibitor's last expression of interest.

Data required to establish evidence of the contractual relationship, to perform these General Terms and Conditions or to enable the Organiser to comply with its legal and regulatory obligations shall be archived in accordance with applicable legislation.

28. RIGHT OF SUBSTITUTION

In the performance of the agreement and at any time, the Organiser may freely:

- substitute any company belonging to its corporate group, meaning any entity controlling, controlled by or under common control with the Organiser within the meaning of Article L.233-3 of the French Commercial Code; or
- assign or transfer, in any manner whatsoever and to any person whatsoever, all or part of its rights and obligations arising under these General Terms and Conditions, including in the event of a transfer or lease-management of the business relating to the Event.

In the event of such substitution or transfer, the Exhibitor undertakes to continue performing the agreement with the new organiser of the Event.

29. COMPLIANCE

The Exhibitor shall comply with all applicable laws and regulations governing its activities, including, in particular, the French Sapin II Law, the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act in relation to anti-corruption requirements.

The Exhibitor shall also comply with its own internal compliance policies and business practices, copies of which shall be provided to the Organiser upon request. The Exhibitor shall obtain all permits, licences and authorisations required for its activities. The Exhibitor shall not undertake any act in breach of any applicable law or regulation that could expose the Organiser to liability. The Exhibitor further undertakes to comply with the Organiser's internal policies, as published by the Organiser, and with any requirements arising therefrom.

30. CLAIMS AND DISPUTES – APPLICABLE LAW – JURISDICTION

Any claim must be submitted by registered letter



with acknowledgement of receipt within ten (10) days following the close of the Event.

The Parties shall endeavour to resolve amicably and as promptly as possible any dispute arising in connection with the formation, interpretation, performance or termination of the agreement or these General Terms and Conditions. If no settlement has been reached within ninety (90) calendar days from the date of receipt of the registered letter notifying the dispute, the courts of Nanterre, France, shall have exclusive jurisdiction.

Participation in the Event and all acts relating thereto shall be governed by French law.

31. WAIVER

No tolerance, forbearance or failure by the Organiser to enforce any provision of the Contractual Documentation against the Exhibitor, regardless of its duration or frequency, shall constitute or be construed as a waiver of such provision, confer any right upon the Exhibitor or modify in any way the nature, scope or performance of the Exhibitor's obligations.

32. SEVERABILITY

Should one or more provisions of these General Terms and Conditions be held to be invalid or declared invalid pursuant to any law, regulation or final court decision, the remaining provisions shall remain in full force and effect.

33. SANCTIONS

In the event of any breach of the Contractual Documentation, the Organiser may, after formal notice where appropriate, including notice served in the presence of a bailiff where required, and if such notice remains without effect, immediately close the Exhibitor's stand and prohibit the Exhibitor from entering it, without the Exhibitor being entitled to any financial or other compensation.

Any costs incurred by the Organiser as a result of such intervention, including bailiff's fees and costs relating to the closure of the stand, shall be borne by the Exhibitor.

In any event, once a breach has been established, the Organiser shall be entitled to terminate the agreement without prejudice to any damages it may claim from the Exhibitor and shall be released from any further obligation towards the Exhibitor.

As a further consequence, the Organiser shall also be entitled to refuse the Exhibitor admission to any event organised by companies within its group for a period of three (3) years.