

EXHIBITOR FILE

COMMERCIAL CONDITIONS TERMS AND CONDITIONS

VANNES 18 / 21 SEPT 2019

126^e CONGRÈS NATIONAL

DES SAPEURS-POMPIERS

DE FRANCE

BIENVENUE EN MORBIHAN



 VANNES 2019
126^e CONGRÈS NATIONAL
DES SAPEURS-POMPIERS DE FRANCE

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COMMERCIAL CONDITIONS

Validity of indicated prices	P. 3
Payment deadlines	P. 3
Payment terms	P. 3

TERMS AND CONDITIONS

Preamble - Event	P. 4
Admission	P. 4
Rental - Registration	P. 4
Allocation of location	P. 5
Invoicing terms	P. 5
Payment terms	P. 5
Payments	P. 5
Cancellation	P. 5
Insurance	P. 6
Stand holding	P. 6
General prescription - Commercial practice	P. 6
Assembly and disassembly - Deliveries	P. 6
Decoration and design	P. 6
Stand holding	P. 7
Visitor access	P. 7
Security	P. 7
Formalities	P. 7
Miscellaneous	P. 8
Shooting / Brand	P. 8
Litigation	P. 8

1- COMMERCIAL CONDITIONS



1-1 VALIDITY OF INDICATED PRICES:

All prices listed in this catalog are prices valid for all the duration of the Congress, unless otherwise stated.
(Example: Room rental)

1-2 PAYMENT DEADLINES:

- 50% deposit of the total amount of the services at registration validated by the COBREIZH 2019
- Balance upon receipt of the final invoice.

1-3 PAYMENT METHOD:

- By administrative mandate within a maximum of 30 days after order
- By bank transfer within a maximum of 10 days after order

• **Note: Payment by check is not accepted.**

Payment details:

Payment by bank transfer or money order only

COBREIZH 2019
40 Rue Jean Jaurès
56000 VANNES

IBAN : FR76 1600 6360 1100 8214 0140 229

BIC : AGRIFRPP860

2- TERMS AND CONDITIONS



2-1 PREAMBLE - EVENT

The National Congress of Firefighters of France 2019 will be held from Wednesday, September 18 to Saturday, September 21, 2019 in Vannes - Morbihan. This event is organized by the Association «COBREIZH 2019» (hereinafter referred to as the organizer). This event is subject to the provisions of the French legislation relating to congresses, fairs and exhibitions. In case of force majeure or fortuitous event, the date, place, duration and times of the event may be changed without giving rise to any claim for compensation.

2-2 ADMISSION

Applications must be addressed to «COBREIZH 2019». The organizer makes the decisions for the admission, the attribution or the refusal of registration according to the rules defined below (article 3 «rental-inscription»). These decisions are final. The receipt of the signed order form commits the exhibitor to comply with the whole regulation of the event as well as the decisions that could be taken by the organizer and / or his representatives and the prefectural or municipal administrations (police and security measures, etc ...). The exhibitor undertakes to observe the rules of safety, hygiene and trade taken by the organizer or the public authorities and to comply with the laws and regulations in force concerning them. The organizer may refuse the registration of an exhibitor, especially for non-compliance with the law of the products or services offered, for demonstration contrary to public order, insolvency of the candidate. An admission may be canceled by the organizer in consideration of new information that would have motivated a refusal if they had been known before to the signing of the contract. Registration is not properly admissible only if the payment of the amounts requested during registration and in accordance with deadlines set in the participation of completed application via the booking system implemented in the COBREIZH 2019 website. Requests made without the requested deposit will not be considered by the organization and no stand can be allocated.

2-3 RENTAL - REGISTRATION

The reservation is made by acceptance of these general conditions of sale and the Exhibitor Guide via the transmission of the order form via the transmission of the electronic validation of the order and by return of the certificate of acceptance presented in the appendix of the guide of the exhibitor when paying the balance of the invoice corresponding to the service. The organizer will be committed to the exhibitor only after final settlement and collection of sums due at the end of the contractual commitments. In case of additional service order, the organizer may be forced for reasons of delay or technical reasons to refuse any amendment to the initial contract or any previous riders. The allocation of stands is based on availability, the date of membership and consistency of spaces. The organizer reserves the right to assign, modify and move the stands at any time. The organizer decides on the requests for participation which are presented to him. This registration becomes final only after acceptance of the organizer. The organizer is the only judge of the definition and organization of the offer of its event and therefore reserves the right to reject any application that does not meet the required conditions either in relation to the stipulations of the Exhibitor Guide, either the general regulation of the commercial events and / or the terms and conditions, or still in consideration of the Public Order or the defense of certain protected interests. May include grounds for rejection, incomplete disclosure of required information, failure to pay required, non-compliance with prior obligations, non-suitability of the applicant, its products or services, with the object, the spirit or image of the event, etc. The registration fee is personal and non-transferable. In the event that, for any reason, the exhibitor does not occupy his stand at the deadline set by the organizer (six hours before the opening to the public), the exhibitor will be considered as having renounced his right to exhibit and the organizer may, without prejudice to any other measures taken, have the stand of the exhibitor absent without the latter can claim any refund or compensation.

2-4 ALLOCATION OF LOCATION

The organizer establishes the event plan and distributes the locations. To take into account the specificities of the event, the organizer retains, however, in consideration of objective elements applicable indifferently to any exhibitor, the possibility of modifying the distribution initially planned. Unless otherwise stipulated by the organizer, admission to exhibit does not confer any right to occupy a particular location. Participation in previous events does not create, in favor of the exhibitor, any acquired right to a specific location. In the allocation of locations, the organizer endeavors to take into account the wishes expressed by the exhibitors, the nature and interest of the articles or services they intend to present, the layout of the stand they are planning to install.

2- TERMS AND CONDITIONS



2-5 INVOICING TERMS

All prices quoted on documents from the organizer or on the Congress website are expressed in Euros on a tax-free basis. In accordance with the legal and regulatory provisions applicable to the services, the prices will be increased by the value-added tax at the rate in force

2-6 PAYMENT TERMS

The payment of the amounts contractually due shall take place at the due dates and in the terms determined below:

- the first payment (deposit): At the end of the valid registration and upon receipt of the deposit invoice, by bank transfer or administrative money order
- the second payment (balance): upon receipt of the balance invoice, by bank transfer or administrative money order, with no possibility of discount for early payment or cash. Any registration made within sixty (60) days of the Congress must be accompanied by the payment of the full amount of the participation fee and / or the order for services. Any booth order made after the Exhibitor's registration is payable to the order in its entirety. Payments must be made, to the order of the organizer, in Euros.

2-7 PAYMENTS

The amount of the participation may be revised if the tax and social provisions are subject to variations between the subscription dates and the opening date of the event. The tax currently applicable is VAT. Exhibitors are required to pay the amount at the rate in effect at the time of each payment. Failure to pay the installment (s) as well as the balance on the due dates entails, without prior notice, the cancellation of the right to dispose of the allocated site. In the case of non-compliance by the exhibitor of the regulatory requirements and the cancellation of the exhibitor's wrongful participation, the organizer will be authorized to retain, collect or claim the amounts due to him in case of cancellation. In this case, the sums paid or due will remain acquired to the organizer who, in addition, will take over the free disposal of the locations and services defined in the contractual documents. The responsibility of the defaulting exhibitor may be sought for costs already incurred in excess of these amounts. Finally, and in case of the agreement of the organizer and in the event of a delay in the settlement of the final invoice within 45 days of the sums due will result in penalties for an amount equal to the refinancing rate of the Central European Bank, plus 10 points, in accordance with Article L.441-6 of the French Commercial Code. A compensation payment of 40 euros will also be due.

2-8 CANCELLATION

Any cancellation by the exhibitor must be notified to the organizer by registered letter with acknowledgment of receipt. In the event of total or partial cancellation (reduction of surface area), by the exhibitor, of his participation in the Congress and / or of his orders of services, at any date whatsoever and whatever the cause, the latter remains fully liable for the price of his participation. Thus, the sums already paid in respect of the rental of the stand and / or its orders for services remain vested in the organizer and the remaining amounts, if any, become due immediately; the whole even in case of relocation of the stand to another exhibitor. It is specified that in the event that an exhibitor does not occupy his stand six hours before the opening of the Congress to the public, and whatever the cause, the organizer may consider that the exhibitor has canceled its participation in the Congress and the conditions referred to above will apply.

2-9 INSURANCE

In addition to the insurance covering the exhibits and more generally all mobile or other elements belonging to it against weather, fire, damage, theft or other damage, the exhibitor is obliged to subscribe, at his own expense, any insurance covering the risks that he and his staff incur or cause to a third party. It will have to justify it as soon as its registration is confirmed by the production of its certificate. In any case, whether it is exhibited material or material contributing to the presentation and decoration of the stands, the organizer can not under any circumstances be sought for any reason whatsoever for theft, damage and destruction during the event and during the installation and dismantling of the event. The exhibitor and his insurer (s) expressly waive any recourse against the organizer (and the auxiliaries of any species he or she uses), against the Association «COBREIZH 2019», against the CHORUS park, the City of Vannes, the Gulf Morbihan Vannes Agglomération and the French State and any other exhibitor following a disaster occurring to property of any kind that it exhibits or uses in connection with the event. It also undertakes to guarantee the legal and natural persons against any actions and claims that they may be subject to in such cases from any interested person.

2- TERMS AND CONDITIONS



2-10 STAND HOLDING

2-10.1 GENERAL REQUIREMENTS – COMMERCIAL PRACTICE

It is reminded that the exhibitor can present on his site only the materials, products or services listed in his request to participate and accepted by the organizer as responding to the nomenclature of the event. In addition, the exhibitor commits himself to the respect of the legislation of the Commerce relative to the sales realized during the trade fairs. In particular, the exhibitor will comply with the regulations on labeling, use of the French language, display of prices as well as any specific requirements for certain products or goods. Prior to any sale or any contract, he will inform consumers in writing of the absence of the withdrawal period, in accordance with Article L.121-97 of the French Commercial Code, and will post this information, under the conditions defined by the Decree of December 2, 2014 (published in the JORF on December 12, 2014) relating to information modalities.

2-10.2 ASSEMBLY AND DISASSEMBLY - DELIVERIES

The installation of the stand and its dismantling take place on the days and times defined in the Exhibitor Guide. The exhibitor must comply with the indications mentioned therein. The exhibitor provides for the transportation, receipt and shipment of his parcels, in accordance with the instructions given in the Exhibitor Guide. Under no circumstances can the organizer take care of receiving and / or shipping parcels. In the event of the exhibitor's absence, the organizer may have the exhibitor reshipped or unpacked at the expense and risk of the exhibitor. Exhibitors must be present at their stand during the visit of the Safety Commission. During the dismantling, and taking into account the configuration of the places and the access methods defined in the Exhibitor Guide, the exhibitor will ensure the evacuation of the stands, goods and articles as well as the special decorations, within the prescribed time. Any material, product, equipment that remains may be removed by the organizer, at the expense of the exhibitor, and at his own risk, and may be destroyed without recourse against the organizer. Exhibitors must leave the locations and materials made available to them in the condition in which they found them. Any loss of material or deterioration caused by their facilities and / or their goods to equipment, marquees, hall or occupied floor, may be evaluated by experts and charged to the exhibitor and any repairs.

The exhibitor will ensure to have any coworker on his stand respect the present obligations. When issuing the balance invoice, a deposit check of 1000 € will be requested from the exhibitor by the organizer. The check will be cashed only in case of early dismantling before the times defined in the guide of the exhibitor, loss or deterioration of material. If none of the offenses mentioned above is raised, this check will be returned to the exhibitor within 3 months from the end of the congress.

2-10.3 DECORATION AND DESIGN

The exhibitor must comply with the general instructions given in the Exhibitor Guide. Any decoration and any development of the premises are subject to the prior approval of the organizer, and subject to the services possibly imposed in the Exhibitor Guide. Exhibitors are responsible for the special decoration of their stand, which however must be in harmony with the general decoration and the rules set out in the Exhibitor Guide. The special decorations and fittings desired by the exhibitor can only be accepted with the written permission of the organizer upon presentation of the plans. The organizer reserves the right to remove or modify facilities that are detrimental to the general appearance of the event or that disturb neighboring exhibitors or visitors. It is also reminded that the exhibitor must respect the security measures imposed by the public authorities (in particular concerning the materials used and the rules of management).

2- TERMS AND CONDITIONS



2-10.4 STAND HOLDING

Exhibitors are expressly forbidden to transfer, sublet, exchange for any reason whatsoever all or part of the location assigned to them. Any form of communication benefiting a non-exhibiting third party is strictly prohibited, as well as any exhibition of products or services that do not belong directly to the exhibitor. Only products, services and goods listed in the application form may be submitted. All products not listed should always be removed from the stand. The stand must be occupied by the exhibitor permanently from the opening hours to the exhibitors and during the opening hours to the public. The stands must be irreproachable. No meals can be prepared on the stand except in the gastronomic village. The cleaning must be done daily by the exhibitor during opening hours and be completed before opening to the public. Exhibitors should not thin out their stand nor remove any of their products before the end of the exhibition, even if the extension of the latter, with the guarantee of speed penalty announced in section 10.2 of this document. The use of sound equipment demonstration or publicity, or any other suitable means of attracting visitors is prohibited, however, the organizer reserves the right to grant or withdraw authorization, including cases of nuisance to other exhibitors or visitors. Empty packaging must be evacuated very quickly outside the enclosure of the exhibition and, in any event, before opening it to visitors. Under no circumstances can aisles and lanes be obstructed. The layout of the stand can not in any way encroach on these spaces. The organizer reserves the right to take any measure to enforce these prescriptions. The distribution of leaflets at the entry of the spaces, in the alleys, the clearances, all spaces related to the congress is subjected to prior authorization of the organizer. The distribution or sale of newspapers, periodicals, raffle tickets is prohibited.

The organizer reserves the exclusive right to display in all buildings and structures. Already, the exhibitor gives permission for the reproduction and sale of overviews on any medium, regardless of the media. Some services may be exclusive, in accordance with the Sponsorship Communication Service Catalog. This is imposed on the exhibitor. No equipment or product may be removed without the authorization of the organizer for the duration of the exhibition under pain of financial penalties.

2-10.5 VISITOR ACCESS

Visitors' access to the event is free within the limits of the dates and times below:

Indoor & outdoor exhibition - Wednesday 18/09/2019: from 14.00 to 19.00 - Thursday 19/09/2019: from 8.30 to 19.00 - Friday 20/09/2018: from 8.30 to 19.00 - Saturday 21/09/2018: from 8.30 at 13.00

The organizer reserves the right to modify the opening hours to the public subsequently.

2-11 SECURITY

In accordance with the requirements of the French regulations, a safety specification is included in the Exhibitor Guide. The exhibitor formally agrees to comply with it in every respect. The organizer appoints a Security Officer for the event he organizes. The prescriptions of the latter are imposed on each exhibitor.

2-12 FORMALITIES

The exhibitor is the only responsible for declarations, information or mandatory formalities relating to safety rules and commercial rules. In particular, it will be responsible for ensuring the industrial protection of the materials or products it exhibits, in accordance with the legal provisions in force (such as the filing of a patent application for example). These measures must be taken before the presentation of these materials or products. The organizer accepts no responsibility in this area. The exhibitor will also ensure compliance with all formalities relating to the transport of goods for materials and products from abroad. Under no circumstances will the organizer be held responsible for any difficulties that may arise during these formalities. The exhibitor will deal directly with SACEM and any other organization concerned if he uses music inside the exhibition, even for simple demonstrations of sound material. The distribution, free of charge, of alcoholic beverages can only be done with the prior authorization of the organizer and in compliance with the applicable French legislation. The exhibitor will ensure compliance with the conditions, declarations and regulations relating to the employment of employees who are required to work for himself or for any other organization he may use on his stand (including during periods of assembly and disassembly). To that end, it will ensure that it complies with the legislative and regulatory provisions aimed at combating unfair social competition. The exhibitor is also responsible for the application of the laws and regulations of the Commerce relating to the sales realized during the Fairs and Salons in force at the time of the event. The exhibitor guarantees the organizer of all remedies of all control bodies and administrations.

2- TERMS AND CONDITIONS



2-13 MISCELLANEOUS

The organizer can cancel or report the event if he notices a notoriously insufficient number of registrants. The registered exhibitor is then returned the amount of his deposit or participation. Until the day of the closing of the registrations, the exhibitor assumes all the risks related to the eventual non-realization of the event and in particular the exclusive charge of the expenses that it will have thought to have to commit in anticipation of the event. The organizer can also cancel or report the event in case of force majeure. Constitute cases of force majeure justifying, at any time, the cancellation or reporting of the event, any new situations, health, climate, economic, political or social, at the local, national or international, not reasonably foreseeable in the moment of the communication of the event with the exhibitors, independent of the will of the organizer, who make impossible the execution of the event or which import risks of disorders or disorders likely to seriously affect the organization and the good progress of manifestation or the safety of goods and people. The eventual postponement of the event and / or the fate of the sums paid is fixed in the Exhibitor Guide.

Any violation of the provisions of these regulations or the specifications of the Exhibitor Guide may, with the assistance of the law enforcement authorities, lead to the closure of the offending exhibitor's stand. In such a situation, the amount paid for the participation of the exhibitor is retained by the organizer, without prejudice to the balance of the price, any sums remaining due, any other costs incurred to close the stand. The organizer reserves the right to sue the offending exhibitor for damages.

2-14 SHOOTING - BRAND

The exhibitor expressly authorizes, free of charge, the organizer to produce, if he wishes, photos and / or films representing him and his team, as well as the products exhibited on his stand, and, to use freely images on any advertising medium without time limit, and, to freely quote its brand or corporate name as a commercial reference for the purposes of its communication.

2-15 LITIGATION

Any dispute arising in the execution of these general conditions of sale and participation, or its possible amendments and related documents, will be the exclusive jurisdiction of the Commercial Court of Vannes.