

GENERAL TERMS AND CONDITIONS OF SALE

BORDEAUX PALAIS DE LA BOURSE

SECTION I - GENERAL PROVISIONS

1.1 These terms and conditions are applicable to services provided by the Bordeaux Palais de la Bourse company, referred to below as "BPB", to their client, referred to below as "the CLIENT", in connection with the rental of BPB's premises, located at 17 Place de la Bourse. The term "client" applies to any persons or corporations who sign a contract with BPB for the purpose of organising only professional events on the premises of Bordeaux Palais de la Bourse, on their own account or on behalf of a third party (no political or religious event).

These general terms and conditions of sale are applicable to all venue rentals and/or services provided by BPB to the CLIENT. By signing a contract with BPB, the CLIENT accepts these general terms and conditions, subject to any contractual waivers confirmed in additional clauses duly signed by both Parties.

The fact that BPB does not insist on the application of a particular clause in these general terms and conditions on a particular occasion may not be interpreted as constituting a waiver of that clause at a later date.

SECTION II - RESERVATION

2.1 The estimate accepted by the CLIENT must be duly dated and signed, preceded by the following text in French "bon pour accord" (agreed and signed) and returned to BPB, together with a down payment calculated as stipulated in article 4.2 of this contract.

In the absence of a confirmed estimate, BPB cannot guarantee the availability of the venue and/or any services reserved.

Furthermore, the CLIENT should ensure that the following details are shown on the estimate:

- the name of the person authorised to order any additional services during the event
- the company stamp, showing all mandatory information,
- the period when the venue will be occupied (dates and times),
- the title and purpose of the event,
- premises and services required,
- the references of the accepted estimate.

Subject to these conditions, the estimate accepted by the CLIENT constitutes an order form and is considered a reciprocal contractual agreement once it has been confirmed by BPB.

2.2 The CLIENT shall communicate the following information to BPB by 2 weeks before the start of the event at the latest:

- a detailed programme of the event
- the event schedule,
- the number of participants expected
- any additional services required,
- a layout of the installation,
- the names of all firms providing services during the event, as well as the delivery and collection times of any equipment.

The estimate signed by the CLIENT and confirmed by BPB is considered a binding contractual commitment. The title and purpose of the event are contractual and may not be modified without the agreement of BPB. The CLIENT agrees not to carry out any activities on the premises other than those involved in achieving the specified purpose.

2.3 All documents of any type to be distributed on the premises of Bordeaux Palais de la Bourse shall be communicated to BPB for information at least 2 working days beforehand. Any infringement of these terms will automatically result in cancellation of the contract.

2.4 All propaganda activities and distribution of leaflets or handouts anywhere on the premises of BPB outside the rented venue are prohibited. Within the rented premises, these activities are carried out on the sole liability of the CLIENT.

2.5 The CLIENT may not, in any case, transfer the contract to another party without the written agreement of BPB.

SECTION III – CONDITIONS GOVERNING THE ORGANIZATION OF EVENTS

3.1 All equipment and services shall be provided to the CLIENT by BPB, either directly or indirectly, by persons or firms approved by BPB, in particular:

- electrical connections,
- connections to existing telephone, computer, and video networks on the premises,
- water supply and disposal.
- Audio, video & stage in the Bourse Area can only be managed within the three authorized companies.

The CLIENT agrees to maintain the technical characteristics of the buildings and facilities provided.

3.2 Catering

BPB provides catering areas equipped with dedicated furniture & fluids (water & electricity) and has selected a list of 6 catering companies. The CLIENT may select any caterer from this list.

Fees for equipment provided and commission for caterer listing will be charged to the client by the caterer.

3.3 Audio-visual services

BPB provides the audio-visual service partner with the following services: permanent and occasional event storage.

- Hall area: use of our 4 *63Ampere electric power and access to our own lighting management system.
- Gabriel area: use of our own control rooms and equipment; electricity.

The CLIENT will have to work through Novelty for any audio-visual services.

For this reason, Novelty will charge the customer a fee for this service and a referral commission.

3.4 Rental times

Rooms for catering purposes are hired by the half-day: 07.00-15.00 / 17.00-01.00

Rooms for meetings, etc. may be hired by the half-day: 07.00-13.00 / 14.00-19.00

Or full-day: 07.00-19.00

Each additional hour started is due and entails additional personnel expenses, including the coordinator, fire safety officer, and standby cleaning crew.

Additional hours are invoiced as follows:

- 150 euros plus VAT per hour during the day (08.00-21.00)
- 170 euros plus VAT per hour at night (after 21.00), as well as on Sundays and Public Holidays.

These times may be modified subject to the agreement of BPB.

The CLIENT is responsible for keeping to the agreed times and agrees to inform exhibitors and service providers of the stipulations in this section and ensure their compliance.

After 23.00, sound levels inside and outside the building shall be moderated to avoid causing any disturbance in the neighbourhood. BPB reserves the right to reduce sound levels in case of excessive noise.

3.5 Modifying the reservation

The CLIENT shall inform BPB, before the date of the event, of any significant changes in the number of participants attending the event or services reserved.

Any request by either of the parties to modify services confirmed on the estimate must be notified to the other party in writing (letter, fax, or email). In the absence of written acceptance by the party concerned within 8 days after receipt of the request, the original contract remains valid, according to the terms and conditions specified in the estimate accepted by the client.

In any case, if the actual number of participants is lower than specified on the estimate, the CLIENT may be allocated a different venue from the one initially scheduled. This change in venue does not entitle the CLIENT to any compensation.

3.6 Additional services

In all cases where additional services, such as musicians, hostesses, etc., are engaged directly by the CLIENT without the intervention of BPB, these services must be specified to BPB in writing one month before the first day of the event, at the latest.

If additional services are provided by outside firms, the CLIENT is required to inform BPB in writing one month before the first day of the event, at the latest.

BPB shall not, in any case, be held liable for non performance of any additional services, or for any damages related to their performance.

3.7 Decoration and installation

The CLIENT shall obtain BPB's authorisation for any special installation or use of the rooms, walls, tables, or floors provided for their use, as well as installing any posters, signs, advertising material, or flags (including any on the outside of the building).

The following are not authorised: installation of displays or signage requiring the drilling of holes in walls, floors, or ceilings, or the use of adhesive items, glue, staples, or drawing pins likely to cause any deterioration to the premises.

The CLIENT agrees to ensure that all decoration and installations are suitable for the intended use of the venue and the image of BPB.

3.8 Non-smoking policy

In application of the law dated 10 January 1991 and Decree n°2006-1386 dated 15 November 2006, all public areas are subject to a non-smoking policy. It is also forbidden to vape.

All the premises provided by BPB are subject to a non-smoking policy and it is expressly prohibited to open the windows of the 1st floor rooms to smoke on the balconies.

Consequently, the CLIENT agrees to ensure that all participants comply with this non-smoking policy and accepts sole liability for any non-compliance.

3.9 Cloakrooms

Cloakroom facilities are organised by the CLIENT, who remains solely liable for any damage or loss to items deposited in the cloakroom.

3.10 Fire safety

Movable decorations shall not be made of combustible materials (fire-resistance certificate required).

All exits and corridors shall be kept clear at all times, as well as access to all safety equipment and fire protection systems.

Lanterns and candles with naked flames are prohibited. Only electric lighting shall be used.

All electrical systems shall be installed as required in current legislation and standards (loose wiring and multiple outlets are prohibited). Spotlights must be kept clear of all inflammable materials. Mobile gas heaters are prohibited.

The CLIENT shall read the safety instructions posted on the technical specifications (on our website) and apply them, as well as noting the locations of all safety equipment.

In regard with the volume of your event, you may need to provide one or more doctors supported by nurses to reinforce the estimated emergency plan.

SECTION IV - PAYMENT PROCEDURES

4.1 General Provisions

BPB commitments only concern prices exclusive of taxes. Taxes are added at the current rate on the invoice date.

All payments shall be made in euros, to the order of BPB.

Advance payments are not discounted by BPB, irrespective of the sums involved, nor do they bear interest.

No discounts are offered for early payment.

4.2 Payment schedule

Payment for all events organised at the Palais de la Bourse Conference Centre will be in instalments, as specified on the contractual schedule in the estimate.

If no specific payment schedule is established, payments are contractually due as follows:

- For reservations confirmed over a year (365 days) in advance:
 - an initial down payment representing 10 % of the total cost of the event on the day of the reservation,
 - a second advance payment representing 30 % of the total cost of the event, 1 year before the starting date of the event, at the latest (date and time specified in the estimate)
 - a third payment representing 30 % of the total cost of the event, 6 months before the starting date of the event, at the latest.

- For reservations confirmed less than one year (365 days) in advance:
 - an initial down payment, representing 10 % of the total cost of the event, on the day of the reservation,
 - a second payment, representing 30 % of the total cost of the event, 6 months before the starting date of the event, at the latest (date and time specified in the estimate)
 - a third payment, representing 30 % of the total cost of the event, 2 months before the starting date of the event, at the latest.

The remaining balance and any additional charges will be due immediately after the event, as explained in article 4.4 below.

In case of failure to comply with the payment schedule, the reservations will be cancelled and BPB will be released from all their obligations. BPB reserves the right to retain all payments already received.

4.3 Services not included in the estimate

Any services and rentals requested by the CLIENT from seven days before the start and during the event will be confirmed by "order forms for additional services" duly signed by the CLIENT or the representative specified in the initial estimate.

BPB reserves the right to refuse any requests for additional services.

The price of these additional services and rentals, as well as unscheduled overtime payments and the cost of any damage caused during the event will be included in the final invoice.

4.4 Final invoice

The final invoice issued at the end of the event recapitulates:

- All the rental charges and services for the event
- Down payments already invoiced before the start of the event
- The sums remaining due at the end of the event
- Any sums due to repair damage noted during the joint inspection of the premises at the end of the event, if applicable

These sums are payable on receipt of the final invoice without any discount. Late payments will be subject to interest charges at one and a half times the legal rate. Additional surcharge for late payment : 40 euros. The CLIENT will also be liable for any expenses incurred by BPB in order to recover any outstanding sums due.

Any complaints or claims concerning the services provided by BPB must be received within 15 days after the invoice date.

SECTION V - FORFEIT - CANCELLATION

5.1 *If it is impossible to make the venue available on the day and at the time specified, due to circumstances beyond the control neither of the CLIENT or BPB, BPB would not be required to reimburse any sum.*

5.2 In case of cancellation by the CLIENT, BPB will be free to reassign the venue and dates specified in the estimate and retain any sums already paid.

5.3 Cancellation of all or part of the initial reservation must be notified to BPB in writing and the date of receipt is considered to be the one on the postmark.

- In case of cancellation notified at least 6 months before the scheduled starting date of the event, BPB will retain any payments already made or will require deposits to be paid at the day of the cancellation as written in the quotation's payment schedule, but they may be transferred to an event organised at a later date during the same year
- In case of cancellation notified between 6 months and 90 days before the scheduled starting date of the event, BPB will retain (or may require the payment of) any advance payments due, as stipulated in article 4.2 of this sale conditions document.

- In case of cancellation notified between 90 days and 60 days before the scheduled starting date of the event, the CLIENT is required to pay 70% of total amount specified in the initial estimate.
- In case of cancellation notified less than 2 months before the scheduled starting date of the event, the CLIENT is required to pay the full amount specified in the initial estimate.

5.4 Some events may require the authorisation of the safety and accessibility commissions at Bordeaux City Hall. In case of failure to submit the relevant application and produce the receipt for an authorisation request and a copy of the permit issued by the relevant authority, the reservation will be cancelled and the CLIENT will not be entitled to any compensation. If this occurs less than 6 months before the event, all previous payments will be retained as compensation.

5.5 Bordeaux Palais de la Bourse cannot be held liable for total or partial non-performance of the services ordered in case of force majeure, circumstances beyond their control, or unforeseeable and insurmountable actions by a third party not involved in providing the services, including, in particular, but without this enumeration being exhaustive : State, government & court decisions/rulings, strikes, labour disputes, accidents, fire, transport failures or delays, floods, brown-outs, power or gas cuts, or heating system failures.

If such a case of force majeure or a similar event prevents Bordeaux Palais de la Bourse from fulfilling all or part of their contractual obligations, BPB will inform the CLIENT as soon as possible, but no compensation will be due in this case. Postpone the event will be considered and renting prices may be adjusted.

SECTION VI – LIABILITY AND INSURANCE

6.1 BPB's liability

BPB guarantees that the venue and services provided correspond to the contract(s) signed.

The CLIENT will verify that this is the case prior to using the venue or services. No claims will be accepted once the CLIENT has started using the venue or services.

The venue will be in excellent condition and operating perfectly when it is made available to the CLIENT. Any damage found after the event will be invoiced to the CLIENT. A joint inspection may be carried out before and after the event on BPB's request.

BPB may only be held liable in case of negligence, with the burden of proof on the CLIENT.

In this case, BPB's liability would be limited to an amount not exceeding the total actually paid by the CLIENT for the services or products supplied.

6.2 CLIENT's liability

The CLIENT accepts sole liability for the event, with regard to participants, exhibitors, service providers contracted by the CLIENT, visitors and/or guests, and BPB. The CLIENT is responsible for ensuring that all parties are informed about the stipulations in these general terms and conditions and comply with them.

Consequently, the CLIENT shall ensure that the objective of the event complies with current legislation and regulations. The CLIENT shall be personally responsible for any administrative formalities necessary to obtain the requisite permits for the event including, in particular, but without this enumeration being exhaustive : the sale of alcoholic beverages, late opening of the event, broadcasting music (registration with SACEM), copyright issues, etc.

The final estimate will only be confirmed for events in compliance with all applicable legal and regulatory provisions, particularly those concerning public order and morality and the organization of meetings.

CLIENTs also agree to make the necessary arrangements to ensure that the event for which they are responsible runs normally.

The CLIENT accepts sole liability, both in criminal and civil matters, for any irregularity or offense related to the event and waives the right to implicate BPB's liability, for any reason whatsoever.

The fact that opening the event to the public is prohibited or impossible, due to the CLIENT's failure to complete the necessary formalities, shall not constitute grounds for demanding that BPB return any advance payments.

The CLIENT shall respect the sanitary protocol in the behalf of the operator.

6.3 **Insurance obligations**

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The CLIENT shall take out the following mandatory policies with an insurance company, on his own account or on behalf of the individuals or corporations represented:

- "Comprehensive coverage including theft" for all property brought in to meet the needs of the event or during it, for the period from its arrival to its final removal.
- "Civil liability" for damage to third parties or BPB during the event, from the time the CLIENT obtains access to the premises concerned by the contract until the end of the rental period (including the periods preceding and following the event).

Exhibitors and firms working for them must also have all the insurance coverage specified above, as well as any other coverage they consider necessary.

The CLIENT takes responsibility for informing the exhibitors and firms working for them of their obligations in this regard, and ensuring that BPB cannot, in any case, be held liable by these persons for any reason whatsoever.

The CLIENT shall provide proof of the insurance policies specified above, if required to do so by BPB.

SECTION VII- VALIDITY OF PRICES

BPB will establish an annual price list. When an estimate is established for an event to take place after the validity period of BPB's current price list, the prices invoiced for venue rentals and services will be those listed on the estimate, updated by the increase in the INSEE "Indice des Services France Entière" (Service Price Index for the whole of France).

SECTION VIII - MISCELLANEOUS

8.1 Termination

Contracts will be terminated automatically in case of failure to comply with these general terms and conditions and any additional clauses, as well as in all cases of late payment of any of the advance payments stipulated in the contract.

8.2 Use of the Bordeaux Palais de la Bourse logo

BPB will provide the CLIENT with the necessary data to reproduce their logo on documents intended for participants attending the event (invitations, programmes, etc.).

BPB will also inform the CLIENT of the graphics specifications that shall be applied whenever the logo is used.

The logo shall only be reproduced in connection with the contracted event to be held at the Palais de la Bourse.

8.3 Disputes

The courts of BPB's head office location shall have sole jurisdiction in any disputes concerning the accepted estimate and these general terms and conditions of sale.

French law shall be applicable. The only valid version of any contractual documents shall be in French.

