

GENERAL CONDITIONS

1. REGISTRATION

The Company VINEXPOSIUM (Joint Stock Company) with a capital of € 2 922, whose registered office is located at 17 Place de la Bourse – 33 000 Bordeaux France, registered with Bordeaux Trade and Companies Register under number 822 686 192) (hereinafter the «Organiser») organises the VINEXPOSIUM CONNECT 2021 event (hereinafter the «Event») which is to be held from June to December 2021 . Given this, communication resource services are offered to Exhibitors and co-Exhibitors and, if specifically approved in writing by the Organiser, to advertisers (hereinafter the «Client») who are not exhibiting at the Event but whose business may be of interest to visitors.

Accordingly, any order of communication tools implies full unreserved acceptance of these general terms and conditions of sale. Any alteration or reservation of any sort made to this document by the Client shall be deemed null and void. No specific condition may override these terms, without the express prior written consent of the Organiser.

These general terms and conditions of sale apply for the whole term of the aforementioned services.

2. ORDERING

2.1. Placing an order

The Client shall place any orders using an Order Form provided by the Organiser (hereinafter the «Order Form») which constitutes a legal and financial commitment by the Exhibitor.

The Client's order must be accompanied by the corresponding payment or proof of payment for the full amount due.

2.2. Order validation

The order shall be deemed to have been accepted by the Organiser if that party does not communicate any reservation or rejection within three working days of receiving the Order Form.

The Organiser reserves the right not to supply the requested service if payment is not received. The Client shall be solely liable for any consequences of late payment.

2.3. Order delivery

The Order is delivered according to the information given by the Client on the Order Form, provided it meets requirements.

The Organiser reserves the right not to proceed with service delivery as requested by the Client, if the latter does not comply with current regulations. In this case, the Organiser will notify the Client and the order will be suspended until further information has been received and the Client agrees to any required modifications.

If, for a previous order, the Client has failed to meet any of its obligations, late payment for example, the sale may be rejected unless the Client can provide satisfactory guarantees or payment in advance. No discount for cash or advance payment will be granted to the Client.

2.4. Amending or cancelling an order

Any requests to amend/cancel the order must be made to the Organiser within the timeframes given on the Order Form. Any amendments to the Order Form shall only be accepted by the Organiser subject to feasibility.

2.4.1. Amending an order

Any amendment that does not involve the removal of one or more articles is deemed to be an amendment to the Order Form.

Any amendment to an order already delivered by the Organiser shall be invoiced at the price stated on the Order Form.

2.4.2. Cancelling an order

Any amendment which results in an item being deleted from the Order Form or a Client withdrawing from the Event is deemed to be an Order cancellation.

The Organiser must be notified in writing of any order cancellation within three months of the start of the Event. Under the penalty clause, the Exhibitor will be invoiced 50% of the total amount of the cancelled order.

Any cancellation notified after this time will result in the client being invoiced in full.

3. DESCRIPTION OF COMMUNICATION TOOLS

These general terms and conditions of sale apply to, but are not limited to, the following services: advertising inserts (online or printed materials etc.), sponsoring, Exhibitor workshops, advertising presentations and website inclusion.

3.1. Insertions publicitaires

a) The Organiser may offer the Client the opportunity to create advertising inserts on several types of media including the Event website.

Advertising space will be allocated according to the space available and the date the advertising order is received.

b) The Client undertakes to declare the existence of an agent contract and to specify the term. The client must also specify whether its agent will purchase the space on its behalf.

In the event that payment is made by the agent, the Client and the agent are jointly and severally liable for payment of the order. No discount will be granted to the agent.

3.2. Sponsoring

The Organiser may offer Clients the chance to sponsor certain events or products in accordance with the terms stated on the Order Form.

GENERAL CONDITIONS

The Organiser may offer Exhibitors at the Event the option of organising workshops and advertising presentations under the conditions set out in the Order Form. The workshop and advertising presentation themes chosen by Exhibitors must match the Event's list of topics or be an extension of them and are subject to prior approval by the Organiser.

4. BOOKING AND / OR INSERT ORDER

4.1. Order acceptance

Communication tools insert and/or booking requests must be sent to the Organiser using the Order Form. No orders will be accepted over the phone. The booking and/or insert order, accompanied by the required payment, is final.

4.2. Order rejection

The Organiser reserves the right to refuse an order for a tool, creation and so on without explanation should it run contrary to the spirit of the publication, the material or moral interest of the Event or current laws and regulations, particularly regulations governing advertising for weapons, munitions, tobacco and alcohol.

The Organiser also reserves the right to refuse any order depending on the products offered and the number of Client requests already received.

Rejection of an order does not result in any entitlement to damages. Only the price of services ordered shall be refunded to the Client.

4.3. Deadline for submitting a booking and / or insert order

a) Advertising inserts, except advertising inserts on the Event website

The deadlines for submitting insert orders and receiving technical content are stated on the Order Form.

If the technical content is not received by this date, the words «space reserved for» followed by the Client's name and address shall be printed in the booked space, and the insert shall be invoiced according to the terms stated on the Order Form.

Technical expenses for inserts, print proofs, pre-press, printing, correction or re-formatting shall be payable by the Client, unless otherwise stated on the pricing sheet.

b) Insert orders for the event website

The technical content must be supplied at the same time as the insert order (no element using HTML code is allowed), which corresponds to the final insert sending date stated on the Order Form.

If it is not received, the insert will not go ahead and will be invoiced according to the conditions stated on the Order Form.

c) Sponsorship

As sponsorship opportunities are limited, the Organiser will accept the requests received before the date stated on the Order Form.

Bookings shall be honoured according to the order in which they are received and availability.

d) Exhibitor workshops and advertising presentations

Exhibitor workshops and advertising presentation booking requests must be sent to the Organiser with the Order Form in order for them to appear in the conference programme. Since the number of Exhibitor workshops is limited to 50 and advertising presentations to 50 the Organiser shall respond to requests sent to it in the order it receives them.

Bookings shall be honoured according to the order in which they are received and availability.

5. DELIVERY DEADLINES FOR ADVERTISING INSERTS

The Organiser undertakes to use all means necessary to ensure the online catalogue is published by the deadlines stated on the Order Form.

As such, the Client undertakes to provide the Organiser with all the necessary technical information for creating its advertising insert within the deadlines stated on the Order Form.

6. COMPLAINTS

6.1. Advertising inserts

For all communication tools published on the Event website, the Client shall have 8 (eight) days from the online publication date to communicate any comments or reservations to the Organiser.

Any comment or reservation must be sent in writing to the Organiser by post or by email to the address expressly specified by the Organiser or its service provider within this timeframe and must explicitly detail the aspects it deems do not comply with the items provided.

The Organiser shall then make the necessary changes within a reasonable time to ensure the insert complies with the content provided and shall notify the Client in writing of delivery of the communication tools. Where applicable, any content provided that is not part of the content initially supplied can give rise to any complaint from the Client.

If no comment or complaint is made within eight (8) days or if there is no cause for comments or complaints with respect to the content provided, the online publication shall be deemed to comply with the content provided and delivery shall be deemed to be definitive and irrevocable.

6.2. Services (other than advertising inserts)

Any complaint about the delivery of services must be sent in writing to the Event's legal representative before the Event is closed to the public in order to be accepted and taken into account. No claims will be accepted after this date.

GENERAL CONDITIONS

7. INVOICING AND PAYMENT

The applicable price is that stated on the Order Form; the details of what it includes are stated separately on that Order Form.

All prices included in pricing sheets issued by the Organiser are exclusive of VAT and, in accordance with legal and regulatory requirements governing the services, are subject to the addition of VAT at the applicable rate.

7.1. If communication tools are offered to the Exhibitor with its application for admission to the Event, and the Exhibitor orders them at the time of registration, they will be invoiced on the Exhibitor's floor space order.

7.2. Any order placed after registration or orders for communication tools not offered to the Client as part of a Event registration contract will be payable in accordance with the instructions stated on the Order Form.

7.3. The payment may be made by:

- Cheque made out to the Organiser
 - Bank transfer. * A copy of the transfer notification and debit confirmation must be submitted to the Organiser.
- *The following sentence must appear on the bank transfer request: «Fees paid by the sender.»

Orders without payment will not be processed. An invoice with details of VAT will be sent as soon as possible.

8. LATE PAYMENT PENALTIES

In the event of late payment, the services may be suspended. Furthermore, if any sum remains outstanding on the due date specified in the relevant invoices, whether or not that amount is the same as the amount specified in the general terms and conditions of sale, late fees of an amount equal to three times the legal interest rate shall be applied. Those penalties shall be applied starting on the day after the due date stated on the invoice.

In addition to any late payment penalties referred to above, a flat-rate indemnity of €40 in respect of recovery fees shall be required by the Organiser. It is hereby expressly agreed that this flat-rate indemnity shall not preclude any other fees incurred by the Organiser in recovering unpaid invoices.

9. TVA

Exhibitors from outside France can obtain a tax refund as follows:
*For companies from European Union member countries:

• Submit the refund request via the appropriate online State portal where the Exhibitor is registered in accordance with the provisions of Directive 2008/9/CE of 12 February 2008. In France, this is the fiscal portal at www.impot.gouv.fr.

• A digital copy of the original invoices for all sums over €1,000 excl. tax must be submitted with the online refund request.

• The refund request must be submitted by 30 September of the calendar year that follows the refund period.

*For companies from countries outside the European Union:
The Exhibitors concerned must appoint a tax representative in France to carry out all tax formalities.

10. LIABILITIES

10.1. Advertising inserts / Sponsorship

The Organiser declines all liability in relation to the content and editing of advertisements. It cannot be held liable for information provided or products offered.

Texts, logos, illustrations, photographs, images, hypertext links, products, brands and generally all works and content used to produce an advertising insert are the responsibility of the Client, which is solely liable for any fees, particularly for reproduction and representation.

The Client releases the Organiser from any liability the latter may incur as a result of the insert produced or distributed at its request.

The Client shall compensate it for any damages it may suffer and guarantees it against any third-party proceedings against it in relation to the insert.

The Client explicitly authorises the Organiser and/or any third party appointed by the Organiser, at no cost, to freely use the logos, photos, illustrations, and more generally all works and content used to produce an advertising insertion, both in France and overseas and without any time restriction, for the purposes of promoting the Event, and/or the Comexposium Group and/or its communication tools.

It is also emphasised that it is not currently technically possible to satisfactorily protect against any form of reproduction, reuse, redistribution, or illicit marketing of all or part of a website. The Client therefore declares that it is aware that any content used on the internet is at risk of being copied and used fraudulently by any user connected to the internet. The Organiser may not therefore be held liable for any counterfeiting or damages suffered directly or indirectly by the Client as a result of this fact.

The Organiser reserves the right to interrupt the service for work to maintain and/or improve its networks. These service interruptions may not give rise to any compensation to the Client.

10.2. Workshops and advertising presentations

Activities taking place in workshops and advertising presentations are solely the responsibility of Exhibitors, the only role of the Organiser being to provide them with spaces equipped with a screen, a flipchart, a mini-stage, an overhead projector and projection equipment as well as a hostess for welcoming participants and to promote workshops and advertising presentations. Under no circumstances can the Organiser be held liable for the successful running of activities in the workshops and advertising presentations.

11. DISPUTES

Any dispute which has not reached an amicable conclusion shall be settled according to French law, by the courts holding jurisdiction where the Organiser has its head office. Only the text in French shall be deemed authentic.