



TERMS & CONDITIONS OF EXHIBITION SPACE HIRE

1. APPLICATION AND OPPOSABILITY OF TERMS AND CONDITIONS OF EXHIBITION SPACE HIRE

The present Terms and Conditions of Exhibition Space Hire are automatically distributed to all exhibitors planning to apply to take part in the Event. In consequence, by submitting a registration application exhibitors are indicating their full and unreserved acceptance of these Terms and Conditions of Exhibition Space Hire. No other terms or conditions may take precedence over these terms except where the Organiser has provided formal, written notification of their acceptance of such terms or conditions. In the absence of explicit acceptance, any conflicting terms or conditions invoked by the exhibitor will therefore be invalid, no matter when such terms are brought to the Organiser's notice.

2. ADMISSION

Registration applications must be sent to the Organiser.
Receipt of the application by the Organiser indicates that the company wishing to exhibit has read the Exhibition Regulations included with the application forms and accepts these regulations unreservedly. Registration applications from applicants in financial difficulties and/or in a state of insolvency and/or engaged in a legal dispute with the Organiser or the group to which it belongs may not be processed. In all cases, the goods, equipment, products or services presented by the exhibitor must comply with French and European laws and standards and fall within the classification of products and services accepted for the exhibition as stipulated by the Organiser.
Only registration applications duly signed by a person authorised to enter into such an undertaking on behalf of the exhibiting company will be taken into account. The Organiser is not liable for any damages arising from the rejection of a registration application. Registration is confirmed by an official notice from the Organiser supplied to the exhibitor within a reasonable period.

3. FIRST INSTALMENT

The first instalment of a sum defined in accordance with the exhibition's tariff must be sent to the Organiser by the exhibitor along with the registration application.
An invoice for this first instalment will be sent to the exhibitor on receipt of this payment. This sum will be refunded if the applicant's registration application is unsuccessful. However, the first instalment will be retained in full by the Organiser as compensation for losses incurred if the applicant withdraws his application or cancels his participation, and the first instalment will be retained in part by the Organiser as compensation for losses incurred if the applicant partially cancels his participation (in this case the Organiser will retain a sum corresponding to the portion of the payment relating to the cancelled participation).

4. SUB-LETTING

Exhibitors may only present on their stand the goods, equipment, products and services listed in their registration application and approved by the Organiser, and/or the goods, equipment, products and services presented by the exhibitor's co-exhibitor(s), as declared to and approved by the Organiser. Exhibitors may not undertake any form of

advertising or promotion on behalf of non-exhibiting companies. Exhibitors may not transfer or sub-let the stand site allocated to them or any part of it.

5. ALLOCATION OF STAND SITES

The Organiser draws up the floorplan for the Event and allocates stand sites in accordance with the sectoral layout of the exhibition and in the order in which applications are processed. In doing this the Organiser takes exhibitors' preferences and the character of the products being exhibited into account as far as possible. The Organiser reserves the right to modify the size and layout of the exhibition space allocated to the exhibitor as often as is deemed necessary. Exhibitors' participation in previous events does not confer upon them any right to a specific stand site. Exhibitors are informed of their stand site by means of an exhibition floorplan sent out after September 2008. Any complaints relating to the stand site allocated to the exhibitor can only be taken into account if they are made in writing and sent to the Organiser within seven days following the dispatch of the floorplan. Complaints must be supported by documentation substantiating the specific and genuine reasons for the complaint. The Organiser will do everything possible to respond to requests for changes of stand site that are substantiated in this way. If no complaint is made within seven days this indicates acceptance on the exhibitor's part of the stand site allocated. The Organiser is in no case liable to the exhibitor for any consequences arising from the allocation of a particular stand site.

Stand under 25 sq.m

For stands of 25 sq.m and under, exhibitors may choose between a Basic stand and a Pack Plus stand. Any request for a dispensation must be sent to the Organiser in writing. The Organiser reserves the right to refuse any such request without having to give a reason.

Double-decker stands

Exhibitors may if they wish use double-decker stands. In this case the exhibitor undertakes to notify the Organiser of the double-decker construction before 15 May 2009. The exhibitor also undertakes to submit a detailed plan of the stand and its double-decker construction to the Organiser for the latter's approval. Plans must be received by the Organiser by 20 February 2009 at the latest. The exhibitor undertakes to make any modifications to the stand requested by the Organiser. The Organiser reserves the right to withhold permission to construct a double-decker stand, particularly where the exhibitor has refused to undertake the requested modifications, and is not liable for any damages arising from such refusal except for the repayment of any sums that may have been paid to the Organiser relating specifically to the construction of a double-decker stand. If the double-decker stand supplement is not paid before the exhibition build-up, the Organiser reserves the right to invoice the exhibitor for this supplement during build-up with an additional penalty charge of 10%.

6. PAYMENT METHODS

Exhibitors' participation fees are payable in two instalments:

- The first instalment must be paid with the registration application, by cheque or bank transfer (art. 3).
 - The second instalment: an invoice for the balance will be sent to the exhibitor before the Event and is payable by cheque or bank transfer within fifteen days maximum of the invoice date. Discounts cannot be given for early payment or cash payment.
- After 31 December 2008, the total amount is payable at the time of registration.**

7. LATE PAYMENT AND NON-PAYMENT

All sums not paid when they fall due in accordance with the invoice – whether or not these sums are identical with those given on the Registration Application – will give rise to penalty charges set at one-and-a-half times base rate plus 2%. Interest will accrue from the date following the payment date indicated on the invoice.

Without prejudice to the above, if the second instalment is not paid by the date indicated on the invoice:

- 1/ the Organiser reserves the right to bar the exhibitor from the build-up stage of the Event
- 2/ the Organiser reserves the right to re-hire the stand site to another exhibitor
- 3/ and the invoice total remains payable as damages even if the stand site is re-hired to another exhibitor.

8. CANCELLATION

If the exhibitor cancels his participation in the Event, in full or in part, before the payment date indicated on the invoice for the second instalment, the Organiser will apply the procedures outlined in article 3 of the present terms of hire.

If the exhibitor cancels his participation in the Event and/or his order for a fitted stand after the payment date indicated on the invoice for the second instalment, the total remains payable to the Organiser as damages even if the stand site is re-hired to another exhibitor.

9. INSURANCE

The Organiser takes out an insurance policy (with an insurance company known to be solvent) on behalf of exhibitors of which the main terms and conditions (insurance cover, maximum reimbursements, exclusions, etc.) will be reproduced in the insurance regulations issued to exhibitors in the Exhibitor's Manual, six months before the Event.

9.1. Standard insurance

The Organiser takes out insurance cover on behalf of exhibitors which automatically covers the following risks:

- third-party liability
- damage to property

The sums covered by this insurance are specified in the insurance regulations, subject to premium increases imposed by the insurance company.

9.2. Additional insurance

By application to the Organiser, the exhibitor may take out:

- a) additional insurance cover for damage to property above and beyond the sums provided for under the main policy, on payment of a premium calculated on the value of the excess capital.
 - b) specific insurance for plasma screens.
- By application to the Organiser, the exhibitor may either examine the insurance policy or obtain a copy of the insurance regulations for the current year.

10. VAT

International exhibitors are entitled to a VAT refund as follows:

• EU member countries

By applying to the Direction Générale des Impôts, Centre des non-résidents, 9 rue d'Uzès - 75084 PARIS Cedex 02 (France).

Supply the originals of invoices received stating with your application that these do not include transactions liable for tax in France.

• Non-EU countries

Must appoint a tax advisor in France to undertake the formalities.

11. CATALOGUE

The Organiser reserves the exclusive right to produce, or have produced, and to distribute the Exhibition Catalogue. Exhibitors are responsible for supplying the information necessary to produce the catalogue. The Organiser will not in any case be liable for omissions, errors of reproduction, typesetting, or any other errors that may occur.

12. CANCELLATION OF THE EVENT

In the event of force majeure, as defined by precedents, making it impossible for the Organiser to use the premises needed to hold the Event, the Organiser reserves the right to cancel the Event, at any time, by notifying exhibitors in writing. In this case exhibitors have no right to any compensation. Sums remaining available after the payment of all expenses incurred would be divided among exhibitors on a pro-rata basis in accordance with the sums paid by them. However this does not mean that they have any right of recourse of any kind against the Organiser.

13. LIABILITY

The Organiser is exempt from all liability for any losses exhibitors may incur (including disturbance of possession and all commercial losses) whatever the cause of such losses.

14. SPECIAL OFFERS

Companies with membership of SEIMAT and CISMA as of 15 May 2008 are offered special terms and are invited to contact INTERMAT's sales department to benefit from this offer.

EARLY-BIRD DISCOUNT FOR REGISTRATION BEFORE 17 MARCH 2008

A discount of 4% on the price of the bare stand space, excluding VAT, will be given to all direct exhibitors who return their registration application accompanied with payment of the first instalment (€69 including VAT per sq.m reserved) by 17 March 2008 (applications must be postmarked on or before this date).

15. CLAIMS AND DISPUTES

Claims must be made in writing and sent by recorded delivery with acknowledgment of receipt within ten days following the closure of the Event. In the event of a dispute, only the French text is valid and the courts of Paris shall have sole jurisdiction.



EXHIBITION REGULATIONS

1. ORGANISATION – ORGANISER'S OFFICE

INTERMAT 2009 is organised by S.E. INTERMAT (limited company with capital of €80,000. Head office: Immeuble Le Wilson - 70 Avenue du Général de Gaulle - 92058 Paris La Défense Cedex France, no. 339 486 623 in the Nanterre register of companies.

All correspondence should be sent to the exhibition organiser:

INTERMAT

Immeuble Le Wilson

70, Avenue du Général de Gaulle – 92058 Paris La Défense Cedex

Tel. +33 (0)1 49 68 52 48

Fax +33 (0)1 53 30 95 36

2. DATES, VENUE AND OPENING HOURS OF THE EVENT

The Event will take place from Monday 20 to Saturday 25 April 2009 at the Paris-Nord Exhibition Centre – France.

Opening hours:

EXHIBITORS: 08.00-19.00

VISITORS: 09.00-18.00

3. PRODUCTS THAT MAY BE EXHIBITED AT THE EVENT

Products that may be exhibited include only such services, goods, machinery, equipment, accessories, supplies and products as fall within the categories of the attached classified products list and are presented by French or international manufacturers or their agents.

All products and equipment exhibited that are intended for sale on French territory must comply with the French and European regulations and standards in force at the time of the Event.

4. STAND CONSTRUCTION

Exhibitors may take possession of their stand site from 08.00 on 7 April 2009 for bare outdoor stands, from 08.00 on 12 April 2009 for bare indoor stands and outdoor fitted stands, and from 08.00 on 16 April 2009 for Basic and Pack Plus stands.

All stand construction work must be completed by 22.00 on 19 April – the day before the exhibition opens.

During the day of 2 April no vehicles will be admitted to the exhibition premises. This is vital to allow the final build-up work on the Exhibition to take place.

IMPORTANT: It is compulsory that you submit plans for your stand design and equipment displays for approval from the Organiser by the date stipulated.

All exhibitors are reminded that they must have their plans approved by the Organiser, either directly or via an external service provider appointed by the Organiser, according to the specific circumstances of each individual case.

5. REGULATIONS

Exhibitors are required to acquaint themselves with and comply with the regulations in force at the time of the Event, as imposed by the public authorities and by the Organiser. This refers in particular to the ban on smoking in public places and the fire, health and safety regulations.

The fire, health and safety regulations will be included in the Exhibitor's Manual.

The Organiser will prohibit the use of stands which do not conform to these regulations.

INTERMAT 2009

IMMEUBLE LE WILSON - 70 AVENUE DU GÉNÉRAL DE GAULLE

92058 PARIS LA DEFENSE CEDEX - FRANCE

TEL.: +33 (0)1 49 68 51 00 - FAX : +33 (0)1 53 30 95 36

6. DAMAGE

Stand sites must be left in the same condition in which they were found. Exhibitors will be invoiced for any damage caused by their stand constructions or merchandise or equipment to the building or to the area occupied by their stand.

7. VACATION OF STANDS

Breakdown of stands may begin at 18.30 on 25 April 2009. All stands, decoration, equipment and merchandise must be removed by 16.00 on 30 April 2009.

After this time the Organiser will take any measures deemed necessary to remove any remaining merchandise and destroy any structures and decorations which have not been removed, without incurring any liability and at the exhibitor's sole risk and expense.

8. VISITOR ADMISSIONS

Visitors to the exhibition pay an admission fee set by the Organiser.

9. CUSTOMS

Individual exhibitors are responsible for completing all the necessary customs formalities for products and equipment from outside France.

The Organiser cannot be held liable for any difficulties that may arise during these formalities. The exhibitor therefore agrees to protect the Organiser from any action or claim in this respect and to pay compensation for any damage arising from non-compliance with the necessary customs formalities.

10. INTELLECTUAL PROPERTY AND RIGHT OF PUBLICITY

10.1 Patent rights and intellectual property

The exhibitor guarantees that he is in possession of the necessary authorizations and intellectual property rights (patent rights and copyright) pertaining to the merchandise, equipment, products, designs, brands and services exhibited during the Event, in accordance with the law.

The Organiser accepts no liability in this respect and all measures necessary to demonstrate these rights must be taken before the merchandise, equipment, products, designs, brands or services are presented.

10.2 SACEM declaration

Exhibitors wishing to play music on their stand must inform the Organiser in advance in writing. Moreover, the exhibitor takes sole responsibility for compliance with the intellectual property rights relating to the playing of music. As a result, the exhibitor must make the necessary declaration to SACEM and make the corresponding payment.

The exhibitor protects the Organiser from any action and/or complaint from any third party arising from the non-fulfilment of these obligations.

10.3 Right of publicity

The exhibitor is informed that video footage and/or photographs will be taken on site during the Event. Logos, brands and models displayed by the exhibitor on their stand may appear in these photographs and/or video footage, which may be used in any form (document, television, Internet, etc.) in order to promote the Event. Exhibitors who do not wish part or all of their stand or any of the elements displayed on it (logo, brand, model, etc.) to appear in photographs and/or video footage used to promote the Event must notify the Organiser in writing before the opening of the Event.

In addition, exhibitors wishing to take photographs or video footage of the Event must inform the Organiser beforehand in writing.

Finally, the exhibitor shall ensure that he has the necessary authorizations to take photographs and/or video footage at the Event and takes sole responsibility for observance of individual exhibitors' right of publicity.

11. DATA PROTECTION

Data files declared to the CNIL (French data protection body). In accordance with the French data protection act (Loi Informatique et Libertés) of 6 January 1978, you have a right to access, correct, oppose or remove any data concerning you. You can refuse to allow it to be passed on to third parties. To exercise your rights, just write to us at the above address giving your contact details and the name of the exhibition.

Unless you object in writing, your company name may also appear on media used by the Organiser at various sessions of this Event.

12. UNFAIR COMPETITION

Exhibitors undertake to refrain from all acts of unfair competition during the Event, including any surveys conducted beyond their own stand or the distribution of any promotional items beyond their own stand, which may constitute a misuse of the Event for their own profit.

13. ON-SITE SALES

The Organiser reserves the right to prohibit or restrict sales of products which are supplied to the buyer immediately and at the exhibition.

In addition, if the Organiser does authorise sales, the exhibitor must comply with the regulations pertaining to on-site sales in force at the time of the Event.

14. DISPUTES

In the event of a dispute, only the French text is valid and the courts of Paris shall have sole jurisdiction.

