

# GENERAL REGULATIONS

## **Preamble - Risk of cancellation of the event - Acceptance by the exhibitor of the principle of pooling this risk**

The organisation of an event is comprised of several phases - preparation and development, with several cost items (marketing, communication, rental, event engineering, security/safety, sales administration, etc.). The preparation phase extends over several months while the development phase, which is the only "visible phase/side of the event" to the exhibitor, extends over just a few days. The organiser incurs expenses throughout the event preparation process. Therefore, a deposit is asked of the exhibitor, with the balance to be paid within staggered periods before the opening of the event. If an impediment, whether due to a force majeure or not, occurs before the event, the organiser is unable to deliver the agreed service under normal conditions. Common contract law sets out that under these conditions the organiser cannot demand payment in full for the service from its exhibiting clients. Even though the preparation of the event has been taking place for a long period of time. It then falls on the organiser to settle all the costs incurred (internal costs and external costs) during the preparation phase... The organiser finds themselves in an impossible situation. The organiser has opted to set up a percentage schedule - defined in 1.3.2 below. By participating in the Event, the Exhibitor expressly acknowledges that it signs up to the choice of the organiser and agrees to bear their share of the risk of cancellation.

## **ORGANISATION**

ATLANBOIS/CIB - 15 boulevard Léon Bureau - CS 66206 - 44262 Nantes cedex 2 - France

### **• Contact**

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E-mail: [exposant@timbershow.com](mailto:exposant@timbershow.com)

Web: [www.timbershow.com](http://www.timbershow.com)

## **VENUE & OPENING HOURS**

The exhibition Park Nantes "La Beaujoire" - Grand Palais - Hall 1 - Hall 2 - Hall 3 - Hall 4

### **• Open to the public**

Wednesday 27 May & Thursday 28 May 2020: from 9:00 to 19:00

Friday 29 May 2020: from 9:00 to 16:00.

## **ARTICLE 1. Postponement, Cancellation or interruption of the event by the organiser for a situation of force majeure or legitimate cause**

The Parties expressly agree that the Organiser may, under the conditions specified below, postpone, cancel or interrupt the Event, for force majeure or for another legitimate cause as per the definition of the terms below. The exhibitor certifies having read the preamble at the top of this contract informing them of the conditions for sharing the risk of cancellation of the event.

### **1.1- Exclusion by the parties from certain provisions of the Civil Code**

The Parties expressly agree that the following stipulations concerning the postponement, cancellation or interruption of the event do not fall under the provisions of articles 1170 (removal from a contract of its essential obligation), 1186 (lapse of the contract), 1195 (unforeseen), 1219 (Exception of non-fulfilment - refusal of fulfilment), 1220 (Exception of non-fulfilment - suspension of fulfilment) and 1223 (Action by the creditor to reduce the price) of the Civil Code.

› To be found on: [WWW.TEXTES.JUSTICE.GOUV.FR/ART\\_PIX/THE-LAW-OF-CONTRACT-2-5-16.PDF](http://WWW.TEXTES.JUSTICE.GOUV.FR/ART_PIX/THE-LAW-OF-CONTRACT-2-5-16.PDF)

### **1.2- Definitions - Force majeure and other legitimate causes of postponement, cancellation, interruption**

#### **1.2.1- Force majeure situation**

Definition: It is expressly agreed between the Parties that a "Force majeure situation" justifying the cancellation, postponement or interruption of the Event, is constituted by any cause qualified as such by law (article 1218 of the Civil Code) and by case law, and in particular, but not limited to, the following causes: Any standard of the public authorities, any technical, health, climatic, political, economic, social situation, not reasonably foreseeable, independent of the will of the Organiser ... and making the organisation of the event impossible or causing disturbances or risks of disturbances likely to prevent the organisation or the smooth running of the event, the effects of which cannot be rectified by appropriate measures.

#### **1.2.2- Other legitimate cause**

Definition: It is expressly agreed between the Parties that an "Other legitimate cause" justifying the cancellation, postponement or interruption of the Event, is constituted by any technical, health, climatic, political, economic, social situation or other, having or not a regulatory translation, or any situation assessed by reference to the requirements of the precautionary principle, which requires it to be noted that the conditions to organise or hold the Event under the conditions initially planned have not been met, and this even when the conditions of unforeseeability, exteriority and irresistibility which characterize force majeure are not proven.

It could therefore be decided that such conditions are not met in circumstances such as, but not limited to: [Epidemics and other critical health situations, extreme weather conditions, strikes/social movements of national, regional, or local scope, interruption of transport, impossibility or serious difficulties in accessing the site, risk of attack, armed conflict or risk of armed conflict, etc.]

### **1.3- Occurrence of an impediment before the start of the Event: the postponement or cancellation of the event organisation service**

#### **1.3.1- Decision to postpone the Event due to a temporary impediment constituting a Situation of Force Majeure or other legitimate cause**

##### **• Postponement decision**

In the event of a temporary impediment constituting a Situation of force majeure or other legitimate cause, the Organiser takes the decision to postpone the Event.

##### **• Effects of postponement**

Continuation of the Contract - The Parties agree to apply the provisions of paragraph 2 of article 1218 of the Civil Code. The contract continues to produce its effects for the new dates of the Event without the Exhibitor being able to claim compensation for any damages whatsoever (material or immaterial, direct, or indirect, including possible operating losses).

##### **• Information to the Exhibitor**

The Organiser informs the Exhibitor of the new arrangements for organising the Event as quickly as possible.

##### **• Deadline for postponement**

The Organiser postpones the Event within a maximum period of 6 months following the period initially scheduled or within a period less than or equal to half the usual period separating two editions. This postponement is binding on the Exhibitor who cannot refuse it. Any postponement of the Event beyond the aforementioned deadlines will be deemed to be a cancellation and the relevant stipulations will apply.

##### **• Retention by the Organiser of sums paid**

The sums paid by the Exhibitor are retained by the Organiser.

### **1.3.2- Decision to postpone the Event due to a final impediment constituting a Situation of Force Majeure or other legitimate cause**

#### **• Postponement decision**

In the event of a final impediment constituting a Situation of force majeure or other legitimate cause, the Organiser takes the decision to postpone the Event.

#### **• Effects of cancellation - Outflow of sums paid - Exemption from liability**

Cancellation releases the parties from their obligations to organise the Event and to exhibit.

Regarding the agreed price and the future of the sums paid for the provision of spaces and ancillary services ordered, the Parties agree to derogate from the provisions of paragraph 1 of article 1218 of the Civil Code which provide for the termination of the contract:

- **More than 90 days before the opening of the exhibition**, the exhibitor must pay 10% of the total amount of the services ordered.

- **Between 90 and 30 days before the opening of the exhibition**, the exhibitor must pay 20% of the total amount of the services ordered.

- **At 30 days before the opening of the exhibition**, the exhibitor must pay 30% of the total amount of the services ordered.

Under no circumstances can the Organiser be held liable for compensation for any material or immaterial damage, direct or indirect, including operating losses, recorded by the Exhibitor.

### **1.4- Occurrence of an impediment during the start of the Event: the temporary or permanent interruption of the event organisation service**

#### **1.4.1- Decision to postpone the Event due to a temporary impediment constituting a Situation of Force Majeure or other legitimate cause**

In the event of a temporary impediment occurring during the course of the Event, the Parties agree to apply the provisions of paragraph 2 of article 1218 of the Civil Code and to suspend the fulfilment of the obligations affected by the suspension.

The Exhibitor therefore remains liable for the price of the service provided for in the contract.

#### **1.4.2- Decision to postpone the Event due to a final impediment constituting a Situation of Force Majeure or other legitimate cause**

##### **• Exemption from the parties to fulfil their obligations**

In the event of a definitive impediment occurring during the course of the Event, the Parties are released accordingly from their obligations that are affected by the interruption.

##### **• Non-reimbursement of sums paid**

The Parties agree, notwithstanding the effects of termination of the contract provided for in paragraph 2 of article 1218 of the Civil Code, that the Exhibitor may not claim reimbursement of sums paid in respect of their participation in the Event. The Exhibitor expressly admits that these sums will remain acquired by the Organiser and that this is justified by incurring all of the organisational costs on the opening day of the Event.

##### **• Exemption from liability**

The Exhibitor undertakes not to exercise any recourse against the Organiser for the application of this stipulation and the Organiser cannot be held liable for compensation for any material or intangible damage, direct or indirect, including operating losses, recorded by the Exhibitor.

## **Article 2. In the event of withdrawal by the exhibitor**

### **2.1- Commitment of the exhibitor by way of the lawfully drawn up contract.**

The Exhibitor commits to this by sending the Organiser their duly completed and signed admission request. The Contract is definitively drawn up between the Parties by the Organiser's acceptance of the admission request.

### **2.2- In the event of withdrawal or in the event of non-occupation of the stand by the Exhibitor,**

for any reason whatsoever, including in the event of force majeure affecting them and having the effect of making it impossible to fulfil their obligation to exhibit, notwithstanding the provisions of article 1218 of the Civil Code, the price of the service provided for in the contract remains due to the Organiser for an amount of:

- Cancellation more than 6 months before the opening day of the Event: 50% of the total amount including tax of the order.

- Cancellation 6 months or less before the opening day of the Event: 100% of the total amount including tax of the order.

**2.3-** The spaces unoccupied the day before the opening of the event may be allocated to another exhibitor without the uninstalled Exhibitor being able to refuse to pay the sums due and claim any compensation whatsoever, with the price of the service provided for in the contract remaining due by the Exhibitor.

## **Article 3. Financial contribution**

The price of the stands is determined by the organiser and may be revised if there is a modification to its components, including, but not limited, to variations in the costs of materials, labour, transportation and services as well as tax and social charges.

### **• Inscription Fees**

Included is the inscription in the visitors' guide, on the internet site & free wifi access for the 3 days of the show. The occupant of the stand undertakes to declare the firm(s) represented on his stands. Only applications that are completed in full and duly signed, accompanied with a deposit of 30% will be considered.

# GENERAL REGULATIONS

## • Rental

- The equipped stand's price per m<sup>2</sup> includes: the floor carpeting, partition walls, the individual trade name sign, 1 rail of 3 spotlights per 9m<sup>2</sup> and stand cleaning.
- The naked space per m<sup>2</sup> includes: stand surface and stand cleaning.
- The stand pack includes: the surface, a specific stand fitting and individual signs. It is up to the exhibitor to supply the elements required - high quality logos, photos etc.
- All stands include invitations, exhibitor badges, and access to the exhibitor parking, inscription in the visitors guide, on the internet site & free wifi access for the 3 days of the show. It is up to the exhibitor to supply the elements required - high quality logos, photos etc.

## • Items not included in the rent

Transport, insurance during transportation, handling, unpacking and packing, removal and storage of empty packaging (no storage of empty packaging is allowed in the building), decoration rental of furniture, flowers, liquids, telephone, and all services not mentioned in this paragraph, with the exception of the stand 'Pack'.

Order forms and supplies will be forwarded to exhibitors in the exhibitors' guide.

## • Terms of payment

- Initial payment: deposit payable on registration.
- Final payment: payable on receipt of the invoice, either by bank transfer or by 2 cheques dated the 28/02/2022 and the 30/04/2022. The organisers shall demand ipso jure, from the exhibitor to pay the balance of their account before the Carrefour 2022 opens, should they fail to meet this demand, they shall not be allowed to take possession of their stand.

Payment of additional expenses must be made on receipt of the invoice sent by the organiser.

## • Non-payment

The non-payment by the due dates of the amount for participation leads to the cancellation of the right to dispose of the space allotted.

## Article 4. Conditions for participation

- The organiser determines the categories of exhibitors and establishes the list of products and/or services exhibited. An exhibitor may present only equipment, products, processes or services manufactured or designed by himself, or for which he is an agent or distributor; in the latter case, he must attach to his application, the list of brands whose products he intends to exhibit or whose services he intends to present.
- After consideration, the organiser may exclude products and/or services which do not appear to him to correspond to the aim of the Exhibition or allow the presentation of products and/or services which do not appear on the list, but which may be of benefit to the Exhibition.
- Sales comprising immediate on-site delivery to the buyer are prohibited. In pursuance of the regulation concerning authorized exhibitions, all exhibitors agree to exhibit only products or equipment in conformity with French regulations, except for products or equipment destined for use exclusively outside French territory. Moreover, all exhibitors agree not to proceed with any advertising liable to induce into error or to constitute unfair competition.
- It is forbidden for the exhibitor to present on the stands, equipment, goods or advertising items of a brand not exhibited at the Exhibition. It is also forbidden to present labels with recommendations from associations, unions and groups, etc., if he is not a member.

## Article 5. Transfer / Sub-letting

Without the organisers' prior consent in writing, an exhibitor shall not transfer; sub-let or share, with or without payment, all or part of his concession within the Exhibition.

Nevertheless, several exhibitors may be granted joint authorization to make a group presentation, providing each of them should submit a prior request for the approval to the organiser and sign an application for joint participation.

## Article 6. Stand allocations

The stand locations are allocated in accordance to exhibitor precedence and the date of inscription accompanied by the 30% deposit. The organisers put together the general layout plan and allocate the stands respecting the exhibitor's wishes as far as possible. The stand location is sent to the exhibitor by means of a plan. This plan is given as near as possible to scale. The organisers waive all responsibility concerning the differences between the layout plan and the actual stand.

The acceptance of the stand location will only be definite after reception of a signed copy or confirmation email from the exhibitor. The organiser determines the event spaces. They may, at any time, if they deem it necessary for any reason whatsoever, in particular the influx of admission requests, modify the location or the size of the allocated space. No reservations will be permitted from exhibitors. If the modification relates to the allocated area, only a proportional reduction in the price of the service can be made.

Each exhibitor must refer to the architectural rules of the exhibition and must send their stand plan and dimension plan to [TECHNIQUE@TIMBERSHOW.COM](mailto:TECHNIQUE@TIMBERSHOW.COM).

## Article 7. Insurance

The organisers take out insurance policies on behalf of the exhibitors that cover the following risks: civil liability toward third parties, theft, fire, water damage. A certificate of the risks covered the guarantees, and the period are available on request.

## Article 8. Decoration

No decoration is allowed to deteriorate the neighbouring stands or the tradeshow in general. The decoration is not allowed to pass the partition wall unless written approval is obtained from the organisers. The maximum height of identification or any other sign is fixed at 4,80 m and the fronting area must not exceed 1/12 of the surface area. Signs using slinging are forbidden except for the organisers. Exhibitors are not allowed to construct double storey stands.

Each exhibitor must refer to the architectural rules of the exhibition and must send their stand plan and dimension plan to [TECHNIQUE@TIMBERSHOW.COM](mailto:TECHNIQUE@TIMBERSHOW.COM), before the 16 march 2022.

## Article 9. Entry

### • Exhibitor badge

Exhibitor badge are issued to the exhibitors - giving access to the exhibition area, under conditions determined by the organiser.

### • Car park card

Vehicles will access the exhibitor car parks located within the site on presentation of a car park card provided to exhibitors in accordance with the size of their stand.

### • Invitation

Visitors who do not have an invitation card or badge are admitted to the exhibition site after payment of an entry ticket, the price of which is set by the organisers.

## Article 10. Deterioration

Exhibitors are liable, for themselves and for the companies working for them, for all damage caused to the building or the exhibition equipment during installation, operation or removal or equipment.

## Article 11. General public address system

The use of the General Public Address System is reserved for the organisers for the announcements to be made in relation to the contents of the show.

## Article 12. Distribution of brochures and direct sales

The distribution of brochures and all other promotional material is forbidden outside the limits of the stand. Sales comprising immediate on-site delivery to the buyer are prohibited.

## Article 13. Industrial property

The exhibitors shall make it their business to ensure the industrial protection of equipment or products exhibited and this in accordance with statutory provisions in force. The organiser shall accept no liability in this area.

## Article 14. Visitor's guide and website

The information necessary for entry in the catalogue is furnished by the Exhibitors who are responsible for all information they supply. The organiser cannot be held responsible for any omissions or errors in reproduction or composition or any other mistakes which may occur. The organiser reserves the right to modify, remove or group entries wherever he judges this to be useful as well as to refuse an entry or to modify texts for paid advertisements if they may cause harm to other exhibitors or to the tradeshow. This also applies to the internet site [WWW.TIMBERSHOW.COM](http://WWW.TIMBERSHOW.COM).

## Article 15. Exhibitors obligations

The non-payment by the settlement date of the total sum will result in the cancellation of the right to the allocated stand. The exhibitor may only present on his stand, materials, products, or services that have been accepted by the organisers. The exhibitor undertakes to manage his participation as well as the materials and technical preparation of the stand. He undertakes to man the stand permanently for the duration of the show, to respect the opening hours for the visitors.

In particular, for security reason and at the risk of receiving a fine; no dismantling will be allowed **before Friday 3rd June at 16h00**, the official closing for the visitors.

## Article 16. General rules for commercial events

These regulations set out the specific conditions for the provision of services provided to the exhibitor by the organiser. It is supplemented, in the event of any omission, by the supplementary provisions of the General Regulations for Commercial Events (RGMC/2015) of UNIMEV, professional federation. > See <http://www.unimev.fr>.

These general conditions of sale constitute "the sole basis of commercial negotiation" with regard to article L.441-6 of the Commercial Code.

## Article 17. Dispute

In the event of a dispute, the exhibitor undertakes to submit their complaint to the organiser. Any action brought before the expiration of a period of fifteen days from this declaration is, with the express consent of the exhibitor, declared inadmissible. In the event of a dispute, the Courts of Nantes have sole jurisdiction, by express agreement between the parties. These regulations constitute the specific regulations of the Carrefour International du Bois. They are supplemented by the general exhibition regulations, approved by the Ministry of Commerce and Industry.