

STANDARD TERMS AND CONDITIONS OF EXHIBITION FLOOR SPACE LETTING AND STAND EQUIPMENT AT SIAL MIDDLE EAST 2018

1. APPLICATION AND ACCEPTANCE OF THE STANDARD TERMS AND CONDITIONS FOR THE LETTING OF EXHIBITION FLOOR SPACE AND STAND EQUIPMENT

The present standard terms and conditions (hereinafter referred to as the "Terms and Conditions") shall apply to all those exhibitors (hereinafter referred to as the "Exhibitors") who make a request for admission to SIAL Middle East 2018 (the Exhibition) (hereinafter referred to as the "Exhibition") at the Abu Dhabi National Exhibition Centre, Abu Dhabi, United Arab Emirates (hereinafter referred to as the "Site") organised by the company SIAL Middle East FZ LLC (the Organiser).

When applying to reserve a stand, the Exhibitor undertakes to read the Terms and Conditions and, where available, any Specific Regulations of the Exhibition.

The Exhibitor shall be deemed to have accepted the Terms and Conditions as well as any other documents to which they refer, and the Exhibitor thereby agrees to waive reliance upon any alternative and/or contradictory documentation, in particular its own standard terms and conditions of purchase, upon admission to the Exhibition. Any reservations or modifications made by the Exhibitor in whatsoever manner to the Terms and Conditions or any other documents to which they refer shall be deemed null and void.

The Organiser reserves the right to modify these Terms and Conditions without prior notice. The Exhibitor will be informed of all modifications. Modifications resulting from changes to regulations and/or relating to personal and property safety will be immediately applied, without the need for a document to be signed.

The Exhibitor will be notified in the event of changes to the Exhibition dates and/or host Site as decided by the Organiser for any reason, and of any changes to these Terms and Conditions that do not require immediate implementation as per the paragraph above. Unless the registration application is retracted by the Exhibitor, by sending a registered letter with confirmation of receipt to the Organiser within fifteen (15) days of the aforementioned notification, the new Exhibition dates and/or host Site or the amended version of the Terms and Conditions will be deemed to have been accepted by the Exhibitor.

Furthermore, it is expressly agreed that under no circumstances shall admission to the Exhibition oblige the Organiser to admit the Exhibitor to any future Exhibitions or any other events organised by the COMEXPOSIUM Group to which the Organiser belongs and shall not confer upon the Exhibitor any booking rights or priorities in respect thereof.

2. COMMITMENT - ADMISSION

All Registration Applications are subject to an initial review by the Organiser who will take the following into account (this list is not exhaustive):

- the creditworthiness of the applicant,
- the compatibility of the applicant's activities with the nomenclature of the Exhibition,
- the match between the products or services offered by the applicant and the positioning of the Exhibition,
- the neutrality of message that the applicant could deliver at the Exhibition. All proselytising and/or militarism that could interfere with the smooth running of the Exhibition is strictly prohibited.

Any stand reservation applications received from Exhibitors that are a debtor of, and/or party to, any dispute or litigation with the Organiser or a company within the COMEXPOSIUM group shall be refused.

The Exhibitor will be notified of the Organiser's decision (acceptance or rejection of an application) by e-mail.

If admitted to the Exhibition, Exhibitors are definitively committed to paying the Organiser the total amount due for their participation in the Exhibition and/or their order for an equipped stand.

In the event of rejection, the Organiser will refund the amount of the first instalment paid by the Exhibitor, if appropriate.

It is expressly stated that the rejection of an application is at the Organiser's discretion and cannot give rise to compensation.

The Organiser reserves the right to not process any Registration Applications sent after the application deadline has passed (the postmark shall serve as proof of date). After this date has passed, the Organiser shall not guarantee the availability of any equipped stands.

3. PAYMENT TERMS

Payment of amounts due under the Terms and Conditions or any other agreement entered into shall be made as they fall due and in the following manner :

- the first instalment (deposit): shall be paid at the time that the Registration Application form is sent by post, by cheque or direct funds transfer.

- the second instalment (balance) : shall be paid no later than fifteen (15) days after the date of issue of the balancing invoice, by cheque or direct funds transfer. No discounts are available for early payment or payments on account.

All registrations made within thirty (30) days of the start of the Exhibition shall be accompanied by payment in full of the Exhibition participation fees and/or the costs of any equipped stands requested.

All requests for an equipped stand submitted after registration shall be payable in full at the time of request.

All amounts should be made payable to the Organiser and must be in dollars.

4. LATE PAYMENT OR FAILURE TO PAY

Any amounts that remain outstanding upon expiry of the payment date set out on the invoice, whether or not that date is the same as that which is set out on the Registration Application or in the summary of the online reservation application, shall give rise to the application of late payment interest rates equal to three times the statutory interest rate in effect and starting from the day following the payment date set out on the invoice.

In the event of non-compliance with the payment deadlines set out in clause 3 "Payment Terms" above, a flatrate indemnity of \$45 in respect of recovery fees shall be required by the Organiser in addition to any late payment penalties referred to above. It is hereby expressly agreed that this flatrate indemnity shall not preclude any other fees incurred by the Organiser in recovering unpaid invoices.

Stands shall only be made available to Exhibitors once full payment has been made.

Once a stand has been allocated to an Exhibitor, the balance must be paid on or before the date indicated on the invoice.

In the event that the balance remains outstanding after the payment date, the Organiser reserves the right to make the allocated space available to another applicant and/or to prohibit the Exhibitor from occupying that space ; that notwithstanding, the Exhibitor shall remain liable to pay the outstanding balance to the Organiser.

5. WITHDRAWAL

The Exhibitor shall notify the Organiser in writing of any cancellation.

In the event that the Exhibitor partially (by reducing the surface of its stand area) or fully cancels its participation in the Exhibition and/or its request for an equipped stand, on any date and for whatsoever reason, the Exhibitor shall nonetheless remain liable for the payment of all outstanding amounts due in respect of its participation and/or stand. Furthermore, any amounts already paid in respect of rent for a stand area and/or a request for an equipped stand, shall be retained by the Organiser and the Exhibitor shall remain

liable for the payment of any outstanding amounts, which shall fall due forthwith irrespective of the dates set out on any invoice or Registration Application, whether or not the reserved stand is allocated to another Exhibitor.

Moreover, the Exhibitor shall pay compensation to the Organiser of an amount equivalent to 15% of its order in respect of its attendance at the Exhibition and/or its request for an equipped stand.

It is hereby expressly agreed that in the event that an Exhibitor has not occupied their allocated stand area twenty-four (24) hours before the opening of the Exhibition, the Exhibitor shall be deemed to have cancelled its participation in the Exhibition and the aforementioned provisions shall apply.

6. INSURANCE

The Organiser is not liable for any damages or losses caused by an Exhibitor to a third party, or any damage suffered by the Exhibitor's property.

The Exhibitor shall take out an insurance policy in connection with the Exhibition covering against the following risks: third party liability, damage to goods.

This policy should cover any risk which may occur during the Exhibition (including setting up and dismantling). The Organiser will not be held liable for the damages occurred during this period. The Exhibitor shall provide the Organiser with copies of such insurance policies before the Exhibition.

7. ALLOCATION OF STANDS

The Organiser shall draw up an Exhibition floor plan and shall allocate stand areas as applications are received and taking into account the different sectors of the event. The Organiser shall use their best endeavours to take into account the wishes of the Exhibitors and the nature of the products exhibited. So as to be able to do this, and taking into account the inherent constraints imposed in the placement of Exhibitors, the Organiser reserves the right to modify the surface area requested by the Exhibitor, up to a maximum of 20%, and to modify the corresponding invoice accordingly. Such modifications shall not give rise to any right for the Exhibitor to cancel its participation in the Exhibition. It is hereby expressly agreed that the Organiser shall have exclusive discretion to determine both the general layout of the Exhibition and the allocation of stand areas.

Participation by an Exhibitor in any previous events shall not confer upon the Exhibitor the right to be allocated any particular stand area(s).

Any complaints made by an Exhibitor in respect of the allocation of stand areas should be addressed in writing to the Organiser no later than seven (7) days from receipt of the Exhibition floor plan. Any such complaints must be supported by documentation that clearly sets out the serious nature of, and/or the reasons for, the complaint.

Where the Exhibitor complies with the provisions set out in the present clause, the Organiser shall use its best endeavours to meet a request to change an allocated stand area.

Where the Exhibitor has not referred back to the Organiser upon expiration of the seven (7) day period starting from receipt of the floor plan, it shall be deemed to have accepted the stand area allocated to it.

Under no circumstances whatsoever shall the Organiser be held liable for any consequences arising from the placement of a stand area allocated to an Exhibitor.

8. SUBLETTING/CO-EXHIBITION

Exhibitors may not provide any advertising services of any nature on any media for a company that is not itself an Exhibitor.

Furthermore, the Exhibitor is prohibited from assigning or subletting any stand or part of any stand area that it has been allocated without prior written agreement from the Organiser.

Where the Organiser agrees to the subletting by the Exhibitor of all or part of an allocated stand area, the Exhibitor shall pay the requisite registration fees for each of the companies present at the allocated stand area. The Exhibitor undertakes to ensure that any sub-lessee of its stand area shall comply with the Terms and Conditions. The Exhibitor hereby acknowledges that it shall be liable for any breach of the Terms and Conditions committed by any sub-lessee of its stand area. Moreover the Exhibitor hereby indemnifies the Organiser against any action, claim, charge, judgment and/or miscellaneous disbursements that may arise as a consequence of the presence of any company at its allocated stand area and/or their participation in the Exhibition.

9. STANDS

a) Stand layout and decoration

• The presentation of products shall only be permitted inside the stand area and in a manner that does not encroach upon the pathways and so as not to interfere under any circumstances with neighbouring stands. In the event that the Exhibitor breaches the provisions of the present sub-clause the Organiser may remove the Exhibitor's products and/or materials and the Exhibitor shall bear any costs arising therefrom.

The Exhibitor shall create an ambience that properly reflects the products it is exhibiting and shall pay particular attention to the general decoration of its stand(s).

All materials and products shall be displayed in an aesthetically pleasing manner.

The use of stalls is strictly prohibited. Merchandise shall be kept in a storeroom.

The Exhibitor shall comply with the maximum height regulations for the stands and brand signs as set by the Organiser. No decoration on any stand shall exceed the height limits set out in the aforementioned regulations without the prior written agreement of the Organiser. Any breach of the provisions of the present sub-clause may result in the immediate disassembly of the Exhibitor's stand and the Exhibitor in breach shall bear any costs arising therefrom. Where the Exhibitor is allocated an island stand, it shall not construct supplementary partitions without obtaining prior written agreement from the Organiser.

The Exhibitor shall, within the timeframe set out by the Organiser, submit a draft layout of materials and equipment to the Organiser for approval.

Exhibitors are hereby expressly reminded that they must obtain approval from the Organiser, or a service provider duly appointed by the Organiser, for their layout plan.

b) Stand use - compliance with applicable laws and regulations

The Exhibitor undertakes to comply with any laws and regulations applicable to the carrying out of the activity/activities and/or provision of the service(s) that it wishes to develop within the scope of its participation in the Exhibition. To this end, the Exhibitor undertakes to make any obligatory declaration(s) and to obtain any necessary approval and/or authorisation(s) (and in particular, in the event that it sells or gives away drinks to be consumed on the premises) and all in a manner such that under no circumstances shall the Organiser have cause to be concerned.

Furthermore, the Exhibitor undertakes not to cause any discomfort (noise, odour etc.) to neighbouring Exhibitors and not to interfere with or negatively impact the organisation of the Exhibition.

Degradations

Except where stated otherwise, the stand area and any materials that shall be made available to the Exhibitor shall be deemed to be in good condition.

The rented stand and/or any materials provided as part of the layout and/or decoration of the stand shall be returned to the Organiser in good working order. The repair of any degradations caused to the building or land let to the Exhibitor and identified when the

stand space is returned to the Organiser shall be invoiced directly to the Exhibitor.

10. PERMITTED PRODUCTS, BRANDS AND SERVICES

The Exhibitor is prohibited from exhibiting at its stand any products, brands or services other than those set out on its Registration Application or its online stand reservation application and which are accepted by the Organiser.

Moreover, the Exhibitor hereby declares and warrants that it holds all rights relating to the products and/or services exhibited, or in the alternative case, that it has been authorised by the rights' holder(s) to exhibit the products, brands or services at its stand.

The Exhibitor hereby warrants that the products and/or services it exhibits comply with any applicable safety standards in force and hereby accepts full liability for any defects of the aforementioned products and/or services, such that under no circumstances shall any party be able to impart any liability to the Organiser in relation to the aforementioned products and/or services.

11. INTERNET SERVICES

The Exhibitor shall be exclusively liable for the contents of any information supplied by it for the purposes of publication on the Exhibition website, and in particular for information related to its products and/or services and the characteristics, performance and prices etc. thereof.

The Exhibitor hereby warrants that the aforementioned information is lawful and in particular that it complies with any applicable regulations in force relating to the name, the description, the offer, the presentation, the user manual and the description of the scope and terms and conditions of any guarantee for any goods, products or services that may be published online and generally, that any information complies with any publicity and/or consumer protection laws in force.

The Exhibitor shall be exclusively liable for the publication of all texts, logos, illustrations, photographs and pictures, products and brands and only the Exhibitor shall hold any reproduction rights in relation thereto.

The Exhibitor hereby agrees to indemnify the Organiser against any voluntary or judicial proceedings brought by any third party.

12. INVITATION CARDS

The copying or re-sale of invitation cards is strictly prohibited and shall be subject to prosecution and/or other sanctions.

Furthermore, in the event that any fraudulent use of an invitation card is brought to its attention, the Organiser reserves the right to withdraw the invitation.

13. DEMONSTRATIONS AND OTHER EVENTS

a) Demonstrations

Demonstrations may only be held at the Exhibition for those products that require a specific technical explanation. Furthermore, such demonstrations may only take place where the Organiser has given a special prior written authorisation. Demonstrations on a raised podium are strictly prohibited. Demonstrations carried out using a microphone, or which harangue or solicit in whatsoever manner, are strictly prohibited. Any full or partial closure of an Exhibitor's stand during normal opening hours to the public and, in particular, during any demonstration, is strictly prohibited without express prior written authorisation from the Organiser.

b) Other events

All attractions, shows or animations taking place within an Exhibitor's stand area must be authorised in advance by the Organiser. To this end, the Exhibitor shall provide to the Organiser specific details of any such project (such as the materials and sound sources intended to be used, the type of animation intended to be put on/displayed etc).

In any event, the power of any loud speakers intended to be used may not exceed 30 decibels (dB) and they shall be turned inwards towards the interior of the stand and angled towards the floor. The sound level shall not exceed 85 decibels (dB).

c) Under no circumstances shall any demonstration or event take place in a manner so as to interfere with the neighbouring Exhibitor(s) or the general movement around the Exhibition and, more generally, with the proper carrying out of the Exhibition. In the event that there is a breach of the provisions of the present sub-cause, the Organiser reserves the right to revoke any authorisation for the relevant demonstration or event forthwith and without further notice.

14. ADVERTISING

All advertising using sound or lighting must comply with the Exhibition's Decoration Regulations and shall be subject to the prior written agreement of the Organiser. Any such agreement shall be conditional upon the advertising not interfering with any neighbouring Exhibitor(s) or the general movement around the Exhibition and, more generally, with the proper carrying out of the Exhibition. In the event that there is a breach of the present sub-cause, the Organiser reserves the right to revoke any authorisation for the relevant demonstration or event forthwith and without further notice.

Distribution in the Exhibition pathways and within the entrance hall of the Exhibition, of brochures, flyers, vouchers or other printed matter intended to encourage Exhibition visitors to go to the Exhibitor's stand, is strictly prohibited. Only those brochures, flyers, vouchers or other printed material that are displayed and offered within the interior of the Exhibitor's stand are authorised.

Any documentation given to any visitor to an Exhibitor's stand, such as a business card or order form, shall bear the brand or trade mark or the company name of the Exhibitor as set out on its Registration Application.

15. SALES METHODS/UNFAIR COMPETITION

The Exhibitor is hereby expressly prohibited, for the entire period of the Exhibition, from engaging in acts of unfair competition such as conducting surveys and distributing advertising items outside its stand area, where such surveys or distribution give rise to the diversion of visitors to the Exhibition in favour of the Exhibitor.

The Exhibitor is obliged to ensure that any agreements it enters into with visitors to the Exhibition are executed in good faith.

16. COUNTERFEIT ITEMS

The Exhibitor shall personally undertake to ensure the protection of any intellectual/industrial property rights related to the materials, products, services and brands exhibited in accordance with any applicable legislation or regulatory provisions in force, and the Organiser shall not be held liable for any failure on behalf of the Exhibitor to comply with the provisions of the present clause, in particular in the event of any action brought by another Exhibitor or a visitor to the Exhibition.

In the event that a competent court finds that the Exhibitor has breached the provisions of the present clause, the Organiser reserves the right to oblige the Exhibitor to comply with any stipulations made in the court's findings.

Failing that, the Organiser reserves the right to refuse entry to the Exhibitor or to enforce any sanctions referred to in the Terms and Conditions without giving rise to any claims or compensation of whatsoever nature by or for the Exhibitor.

17. SALES FOR TAKE AWAY

In any event, and where authorised to sell such items, the Exhibitor hereby undertakes to

comply with any applicable regulations in force on the day(s) of the Exhibition relating to the sale of items for immediate take away.

18. TAKING PHOTOS/BRANDS

The Exhibitor hereby and for no charge expressly authorises the Organiser and the COMEX-POSIVIUM Group:

- to take, should they wish to do so, photographs and/or films featuring the Exhibitor and/or members of its team, as well as any products exhibited at its stand.

- to use any such images freely on any media and in particular for the purposes of advertising material (including on the Internet) in United Arab Emirates and worldwide and for a duration of five years beginning from the date of their Exhibition Registration Application;

- to cite and reproduce, for no charge, its trade mark or company name as a commercial reference for the purposes of communication on any medium whatsoever (in particular the Internet) whether in France or elsewhere and for a period of 5 years beginning from the date of their Exhibition Registration Application.

Any Exhibitor who does not wish for all or part of their stand or any elements thereon (logo, trade mark, model) or any members of their team to appear in photographs or films and/or on the Internet by way of advertising material promoting the Exhibition, must advise the Organiser of this in writing before the start of the Exhibition.

Furthermore, any Exhibitor wishing to take photographs of the Exhibition must inform the Organiser in writing of the same before the start of the Exhibition. Furthermore, the Exhibitor shall personally ensure it possesses all necessary authorisations to take photographs of the Exhibition and shall be exclusively liable for complying with any image rights enjoyed by Exhibitors.

19. CATALOGUE

Only the Organiser shall be authorised to publish or have re-published and to distribute the catalogue at the Exhibition. All information deemed necessary by the Organiser for the purposes of editing the catalogue shall be supplied to the Organiser by the Exhibitor, which shall be liable for the same. Under no circumstances shall the Organiser be liable for any omissions or errors of reproduction or composition which may occur.

20. REGULATIONS

Exhibitors shall be familiar with and shall comply with any applicable regulations in force at the time of the Exhibition as issued by any competent public office or by the Organiser, in particular the no-smoking rules that apply to the public areas, the Fire Safety Regulations and the Health and Safety [Protection] Regulations.

The Organiser hereby strictly prohibits the operation of any stand that does not conform to the aforementioned regulations.

21. CUSTOMS

Each Exhibitor shall be responsible for carrying out any applicable customs formalities in respect of any materials and/or products originating from abroad.

The Organiser shall not be held liable for any difficulties arising in connection with such formalities.

The Exhibitor hereby indemnifies the Organiser against any claims and/or actions arising in relation to the customs regulations and formalities and shall pay compensation to the Organiser for any loss suffered as a consequence of its failure to comply with the applicable customs formalities.

22. CANCELLATION OF THE EXHIBITION DUE TO A FORCE MAJEURE EVENT

In the event that the Organiser cancels the Exhibition due to a force majeure event as recognised by United Arab Emirates jurisprudence, the Organiser shall notify the Exhibitor(s) forthwith.

In the event of cancellation due to a force majeure event, the Organiser shall not be held liable for any loss or damages but shall return to the Exhibitor any amounts paid to it by them.

23. THE ORGANISER'S LIABILITIES

The Organiser shall not be held liable for any injury or commercial loss that the Exhibitor may suffer for whatsoever reason.

24. COMPLAINTS AND DISPUTES - GOVERNING LAW - JURISDICTION

All complaints shall be sent by registered post with recorded delivery within 10 (ten) days of the end of the Exhibition.

The parties shall endeavour to settle amicably and forthwith, any dispute that may arise between them in relation to the interpretation and/or the execution of the Terms and Conditions. Any dispute that cannot be settled in this manner shall be subject to the exclusive jurisdiction of the competent court(s) of Abu Dhabi, United Arab Emirates.

Participation in the Exhibition, as well as any acts undertaken as a consequence of this participation, shall be subject to UAE laws and regulations.

25. TOLERANCE

Any tolerance shown by the Organiser in respect of any partial or complete failure by the Exhibitor to carry out any provision(s) set out in the present Terms and Conditions shall under no circumstances, irrespective of the duration or frequency thereof, give rise to any rights for the benefit of the Exhibitor nor shall such tolerance modify, by any means or in any manner, the extent of or performance of the Exhibitors obligations as set out herein.

26. INVALIDITY

In the event that one or more provisions of the Terms and Conditions are found to be invalid and/or unenforceable or declared as such under any law, regulation or following the decision of a competent court, the remaining provisions shall remain applicable.

27. SANCTIONS

In the event of any breach of the Terms and Conditions, the Organiser, having given formal notice in the presence of a bailiff in respect thereof and where the breach remains unremedied, shall have the right to close the corresponding Exhibitor's stand forthwith and prevent the Exhibitor from entering the stand area, without such an action giving rise to a right to claim material or non-material damages from the Organiser in respect thereof.

The Exhibitor shall be liable for any costs arising from the intervention of the Organiser (bailiff's fees and/or fees relating to the closure of the stand).

In any event, once any breach has been identified, the Organiser shall have the right to terminate this contract without incurring liability for any losses suffered by the Exhibitor, and shall have the right to repossess the stand area forthwith.

Furthermore and in addition to the previous paragraph(s), the Organiser shall have the right, for a period of three (3) years, to refuse the Exhibitor admission to any Exhibition held by any company within the COMEX-POSIVIUM Group.