

## MANILA

### STANDARD TERMS AND CONDITIONS FOR THE LETTING OF SHOW FLOOR SPACE AND STAND EQUIPMENT

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

These standard terms and conditions (hereinafter the "Terms and Conditions") apply to all those exhibitors (hereinafter the "Exhibitors") who request admission to the SIAL Asean (Manila) show (hereinafter the "Show") organised by SIAL Philippines Inc. (registered share capital: 9 000 000PHP (Pesos), Suite 1203 BTTC Center 288 Ortigas Avenue corner Roosevelt St. Greenhills San Juan City, PHILIPPINES, hereinafter the "Organiser") at the World Trade Centre Metro Manila exhibition centre (hereinafter the "Site").

When applying to book a stand, the Exhibitor undertakes to read these Terms and Conditions, the Practical Info page of the Exhibitor's Area on the Show website, the Exhibitor's Guide, and, where available, any Specific Regulations of the Show.

Upon admission to the Show, the Exhibitor shall be deemed to have accepted the Terms and Conditions as well as any other documents to which they refer, and waives its right to rely upon any contradictory documentation, in particular its own standard terms and conditions of purchase. Any reservations or modifications made by the Exhibitor in any manner to these 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 Show 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 Show 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 Show oblige the Organiser to admit the Exhibitor to any

future shows 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.

#### 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 Show
- the match between the products or services offered by the applicant and the positioning of the Show
- the neutrality of message that the applicant may deliver at the Show.

Any proselytising and/or militarism that could interfere with the smooth running of the Show is strictly prohibited.

Any stand booking applications received from an Exhibitor that is 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 email.

If admitted to the Show, Exhibitors are definitively committed to paying the Organiser the total amount due for their participation in the Show 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 Application Forms sent after the application deadline has passed (the postmark shall serve as proof of date). After this date has passed, the Organiser no longer guarantees stand equipment availability.

#### 3. INVOICING TERMS

All prices stated on the Organiser's documentation and on the Show website are expressed in euros exclusive of taxes.

#### 4. PAYMENT TERMS

Payment of contractually due amounts shall be made to SIAL SA who will invoice on behalf of SIAL Philippines Inc. as they fall due and in the following manner:

- the first instalment (deposit): shall be paid at the time that the Application

Form is sent by post, by cheque or bank 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 bank transfer. No discounts are available for early payment or payments on account.

All registrations made within thirty (30) days of the start of the Show must be accompanied by payment in full of the Show participation fees and/or equipped stand order amount.

Any request 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 euros.

#### 5. 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 form 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 4 "Methods of Payment" above, a flat-rate indemnity of €10 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 flat-rate indemnity shall not preclude any other fees incurred by the Organiser in recovering unpaid invoices.

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

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

If the balance remains outstanding after the due 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 must still pay the outstanding balance to the Organiser.

#### 6. WITHDRAWAL

The Exhibitor must 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 Show and/or its request for an equipped stand, on any date and for any reason, the Exhibitor still remains liable for the payment of all amounts due for its participation and/or stand. Thus, any

## MANILA

### STANDARD TERMS AND CONDITIONS FOR THE LETTING OF SHOW FLOOR SPACE AND STAND EQUIPMENT

amounts already paid for a stand and/or an equipped stand booking will be retained by the Organiser and the Exhibitor remains liable for the payment of any outstanding amounts, which shall fall due immediately, even if the stand is reallocated to another Exhibitor.

Moreover, the Exhibitor shall pay compensation to the Organiser of an amount equal to 15% of its Show participation and/or equipped stand order.

In the event that an Exhibitor has not occupied its allocated stand for any reason twenty-four (24) hours before the Show opens to the public, the Exhibitor will be deemed to have cancelled its participation in the Show and the aforementioned provisions shall apply.

#### 7. INSURANCE

7.1 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 and the Exhibitor shall be responsible for taking out and meeting the costs of adequate policies. Therefore the Exhibitor hereby expressly acknowledges that it has subscribed to an insurance policy with an insurer that covers its third party liabilities and the liability of any person directly or indirectly participating in its activities and/or those of its company in respect of any physical injury and material and non-material loss or damage caused to others and arising directly as a consequence of the Exhibitor's participation and/or that of its company, in the Exhibition (including during the periods when the stands are being assembled and disassembled).

#### 7.2 Waivers

All Exhibitors, by virtue of their participation in the Exhibition, are deemed to have waived all their rights and those of their insurers to take action against the Organiser and his insurance company, for any damage whatsoever caused either directly or indirectly to its goods and/or property or the goods and/or property of its employees.

Other than in the event of a malicious act, it is hereby expressly stipulated that on the basis of reciprocity, the Organiser, and his insurance company, waive all recourse against the Exhibitor and its insurer for any damage caused to their goods/property/materials for which the Exhibitor would otherwise be liable.

#### 8. ALLOCATION OF STANDS

The Organiser will draw up a Show floor plan and allocate stand areas as applications are received, taking into account the Show's different sections. The Organiser will do its best 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, without this giving the Exhibitor the right to cancel its booking. The Organiser has exclusive discretion to determine both the general layout of the Show and the allocation of stands.

Participation in previous events does not give the Exhibitor any special rights to stand locations.

Any complaints made by an Exhibitor about the allocation of stand areas should be addressed in writing to the Organiser within seven (7) days of receiving of the Show floor plan. Any such complaints must be supported by documentation that clearly sets out the actual and serious nature of the complaint.

The Organiser will do its best to meet justified requests to change the location of a stand.

If the Exhibitor has not contacted the Organiser within the seven (7) day period, it shall be deemed to have accepted the stand allocated to it.

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

#### 9. SUBLETTING/SHARED EXHIBITING

Exhibitors may not provide advertising services 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 stand that it has been allocated without prior written agreement from the Organiser. If the Organiser agrees to the subletting, the Exhibitor must pay individual registration fees for each of the companies present at the stand. The Exhibitor will ensure that any sub-lessee of its stand complies with these Terms and Conditions. The Exhibitor is liable for any breach of these Terms and Conditions committed by sub-lessees at its stand. Moreover the Exhibitor hereby holds harmless the Organiser against any dispute, claim, charge, judgement and/or miscellaneous disbursements that may arise as a consequence of any company present at its stand in relation to their participation in the Show.

#### 10. STANDS

Information regarding the installation and removal of stands will be available in the Exhibitor's Guide :

##### a) Stand layout and decoration

• Products may only be presented inside the stand area, in a manner that does not encroach upon the aisles and does not interfere with neighbouring stands in any way. In the event of non-compliance, the Organiser may remove the products and/or equipment at the offending Exhibitor's expense.

• The Exhibitor must create an ambiance that properly reflects the products it is exhibiting and shall pay particular attention to the general decoration of its stand.

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

• The use of stalls is strictly prohibited. Stock must be kept in a storeroom.

Exhibitors must comply with the maximum height regulations for stands and signs as set by the Organiser (refer to the Exhibitor's Guide for further details). No decoration on any stand shall exceed the height limits without the prior, written agreement of the Organiser. Any breach may result in the immediate disassembly of the Exhibitor's stand at the offending Exhibitor's expense. Where the Exhibitor is allocated an island stand, it shall not construct extra partitions without obtaining the prior written agreement of the Organiser.

The Exhibitor must, within the time frame set out by the Organiser, submit a draft layout of materials and equipment for approval.

All Exhibitors must obtain approval for their layout plan directly from the Organiser or indirectly from an external service provider appointed by the Organiser.

##### b) Stand use - compliance with applicable laws and regulations

The Exhibitor agrees to comply with all laws and regulations that apply to its business and/or the services and businesses that it wishes to develop within the scope of its participation in the Show. To this end, the Exhibitor will lodge all mandatory declarations and obtain the necessary approval and/or accreditation (including for selling and giving away drinks to be consumed on Site) so that under no circumstances shall the Organiser have cause to be concerned.

Lastly, the Exhibitor will not cause any discomfort (noise, odour, etc.) to neighbouring Exhibitors or negatively impact the Show's organisation.

##### c) Deterioration

Unless stated otherwise, the stand area and any equipment made available to the Exhibitor by the Organiser shall be deemed to be in good condition.

The leased stand and/or any equipment provided as stand fittings must be returned to the Organiser in good condition. Any damage to the building or occupied floor that is noted when the space is returned will be invoiced to the Exhibitor.

#### 11. PERMITTED PRODUCTS, BRANDS AND SERVICES

The Exhibitor is prohibited from exhibiting at its stand any products, brands and services other than those listed and accepted on its Application Form.

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

## MANILA

### STANDARD TERMS AND CONDITIONS FOR THE LETTING OF SHOW FLOOR SPACE AND STAND EQUIPMENT

The Exhibitor hereby warrants that the products and/or services it is exhibiting comply with all current applicable safety standards and accepts full liability for any defects in the aforementioned products and services; as such the Organiser cannot be held liable in this respect.

#### 12. INTERNET SERVICES

The Exhibitor shall be solely liable for the contents of all information supplied by it for the purposes of publication on the Show website, and in particular for information about its products and/or services and their characteristics, performance, prices, etc.

The Exhibitor hereby warrants that the aforementioned information is lawful and in particular that it complies with all current regulations relating to the name, offer, presentation, user manual, and description of the scope and terms of the warranty covering the goods, products or services that it is presenting online and, more generally, that this information complies with all current advertising and consumer protection laws.

The Exhibitor has sole liability for the publication of all texts, logos, illustrations, photographs, images, products and brands and the Exhibitor alone must hold the relevant reproduction rights.

The Exhibitor holds harmless the Organiser against any amicable dispute and judicial proceedings brought by a third party.

#### 13. INVITATION CARDS

The copying or re-sale of invitation cards is strictly prohibited.

If the fraudulent use of an invitation card (re-sale, copying, theft, etc.) is brought to its attention, the Organiser reserves the right to withdraw the invitation.

#### 14. DEMONSTRATIONS AND OTHER EVENTS

##### a) Demonstrations

Demonstrations may only be held at the Show for those products that require a specific technical explanation. Furthermore, such demonstrations may only take place if the Organiser has given a special prior written authorisation. Demonstrations on a podium raised above the initially planned floor height are strictly prohibited. Demonstrations carried out using a microphone, or which harangue or solicit in any 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 and events taking place within an Exhibitor's stand area must be authorised in advance by the Organiser. To this end, the Exhibitor shall provide specific details of the planned event (equipment and audio devices used, type of event, etc.).

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

c) Under no circumstances shall any demonstration or event interfere with the neighbouring Exhibitor(s) or the general movement around the Show and, more generally, with the proper running of the Show. Failing this, approval may be revoked without further warning.

#### 15. ADVERTISING

All advertising using sound or lighting must comply with the Show'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 Show and, more generally, with the proper running of the Show. Failing this, approval may be revoked without further warning.

Distribution of brochures, vouchers and other printed matter intended to redirect Show visitors to the Exhibitor's stand is strictly prohibited in the aisles and

throughout the Site. Only brochures, vouchers and other printed material offered within the Exhibitor's stand are authorised.

Any documentation given to any visitor to a stand, such as a business card or order form, must bear the stand name or company name of the Exhibitor listed on the Application Form.

#### 16. SALES PRACTICES/UNFAIR COMPETITION

The Exhibitor is expressly prohibited, for the entire period of the Show, from engaging in acts of unfair competition such as conducting surveys and distributing advertising items outside its stand area, as such actions may divert Show visitors to the benefit of the Exhibitor.

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

#### 17. COUNTERFEIT ITEMS

The Exhibitor will personally ensure the protection of all intellectual/industrial property rights related to the materials, products, services and brands exhibited in accordance with any applicable current legislation and regulatory provisions, and the Organiser shall not be held liable for any failure to comply, particularly in the event of a dispute with another Exhibitor or a visitor to the Show.

In the event that a competent court finds the Exhibitor guilty of counterfeit, regardless of the date, the Organiser reserves the right to demand the Exhibitor comply with the court's ruling. Failing that, the Organiser reserves the right to refuse the Exhibitor admission and to enforce sanctions under these Terms and Conditions without the Exhibitor having the right to claim any compensation.

#### 18. DISPLAYING PRICES

Posting of prices of products must be made in the conditions of the current applicable legislation, and must be clearly displayed to ensure the public is well informed. Any price reduction announcements (discount, rebate or cashback offer) through labelling, marking or display must comply with all current applicable legislation and regulations relating to the advertising of prices to consumers, and may only appear on small posters within the stand area. The maximum size of any such small poster is 30x20cm.

#### 19. SALES FOR TAKE AWAY

Unless stated otherwise, any sale whereby a purchaser may take immediate possession at the Show of the purchased items is prohibited.

In any event, and when authorised, the Exhibitor will comply with all applicable regulations in force on the Show day(s) relating to the sale of items for immediate take away.

#### 20. MUSIC DECLARATION

Exhibitors wishing to play music at their stands must give the Organiser prior written notice. Furthermore, the Exhibitor is exclusively liable for complying with intellectual property laws relating to the playing of music. Therefore, the Exhibitor must lodge all necessary declarations relating to the playing of music at its stand to the relevant authority and, if appropriate, pay the related royalties.

The Exhibitor holds harmless the Organiser against all claims and/or actions brought by a third party as a consequence of the Exhibitor's failure meet its obligations.

#### 21. PHOTOS/BRANDS

The exhibitor, for no charge, expressly authorises the Organiser and the Comexposium Group to:

- take, should they wish to do so, photos and/or videos featuring the Exhibitor and/or members of its team, as well as any products exhibited at its stand
- use any such images freely on all media and in particular for the purposes of advertising (including on the internet) in France and worldwide for a period of five (5) years beginning from the date of its Show Application
- cite and reproduce, for no charge, its trade mark and company name as

## MANILA

### STANDARD TERMS AND CONDITIONS FOR THE LETTING OF SHOW FLOOR SPACE AND STAND EQUIPMENT

a commercial reference for the purposes of communication on any media (including the internet) in France and worldwide for a period of five (5) years beginning from the date of its Show Application.

Any Exhibitor who does not wish for all or part of its stand or any elements it contains (logo, brand, model, etc.) or any members of its team to appear in photos and/or videos and/or on the Internet, by way of advertising material promoting the Show, must advise the Organiser of this in writing before the start of the Show.

Furthermore, any Exhibitor wishing to take photographs of the Show must inform the Organiser in writing beforehand. Given this, the Exhibitor will personally ensure it possesses all necessary authorisations to take photographs at the Show and is exclusively responsible for complying with any image rights enjoyed by Exhibitors.

#### 22. CATALOGUE

Only the Organiser is authorised to publish, have re-published and distribute the Show catalogue. All information required by the catalogue publishing team will be supplied by the Exhibitors, who remain responsible for it. Under no circumstances will the Organiser be liable for any omissions or reproduction, composition or other errors that may occur.

#### 23. REGULATIONS

Exhibitors are required to be familiar with and comply with all applicable regulations in force at the time of the Show, as issued by public authorities or by the Organiser, in particular the no-smoking rules, the fire safety Regulations and the health and safety regulations.

The fire safety regulations and the health and safety regulations will be communicated to Exhibitors in the Exhibitor's Guide.

The Organiser prohibits the operation of any stand that does not comply with these regulations.

#### 24. PRACTICAL INFORMATION – EXHIBITOR'S GUIDE

Once a stand has been allocated, all information relating to the Exhibitor's participation in the Show will be supplied in the Exhibitor's Guide. The Exhibitor also undertakes to comply with health and safety regulations and customs formalities, as well as the limitations imposed on stand layouts.

#### 25. CUSTOMS

Each Exhibitor is responsible for carrying out any applicable customs formalities for materials and products originating from abroad. The Organiser shall not be held liable for any difficulties arising in relation to such formalities.

The Exhibitor holds harmless the Organiser against any disputes and/or claims in relation to this and will compensate the Organiser for any loss suffered as a consequence of the Exhibitor's failure to comply with the necessary customs formalities.

#### 26. CANCELLATION OF THE SHOW DUE TO A FORCE MAJEURE EVENT

In the event that the Organiser cancels the Show due to a force majeure event as recognised by case law, the Organiser will immediately notify the Exhibitors. If this occurs, the Organiser shall not be held liable for any loss or damages but shall return to the Exhibitors any amounts paid to it by them.

#### 27. LIABILITY OF THE ORGANISER

The Organiser shall not be held liable for any interruption or commercial damages suffered by Exhibitors for any reason.

#### 28. RIGHT TO SUBSTITUTE

In the context of these Terms and Conditions, and at any time, the Organiser is free to :

- substitute itself with another company in the Comexposium Group to which it belongs, meaning any controlling or controlled entity or any entity that is placed under the same control as the Organiser; and

- sell or transfer in any manner and to any person its rights and obligations under these General Terms and Conditions, including in the event of the transfer or management under lease of the Show's business.

It is expressly agreed that this substitution or transfer will not generate any novation in regard to stand booking requests and/or participation in the Show, which the Exhibitor undertakes to maintain if the Organiser so decides.

#### 29. COMPLAINTS AND DISPUTES - GOVERNING LAW - JURISDICTION

All complaints must be sent by registered post with confirmation of delivery within ten (10) days of the Show closing.

The parties shall endeavour to settle amicably and rapidly any dispute that may arise between them in relation to the interpretation and/or execution of the contract and these Terms and Conditions. Any dispute that cannot be settled in this manner will be subject to the exclusive jurisdiction of the Nanterre courts.

Participation in the Show, as well as any actions undertaken as a consequence of this participation, shall be subject to French law.

#### 30. TOLERANCE

Any tolerance shown by the Organiser regarding any partial or complete failure by the Exhibitor to carry out any provision(s) set out in these Terms and Conditions shall under no circumstances, irrespective of the duration or frequency, give rise to any rights which benefit the Exhibitor nor shall such tolerance modify, in any manner, the extent or terms of performance of the Exhibitor's obligations.

#### 31. INVALIDITY

In the event that one or more provisions of these Terms and Conditions are found to be invalid or declared as such under any law or regulation or following a final court decision, the remaining provisions will remain in force and retain their scope of application.

#### 32. SANCTIONS

In the event of any breach of these Terms and Conditions and/or Specific Regulations (delete if no specific regulations), the Organiser, having given formal notice in the presence of a bailiff (when necessary) and where the breach remains unremedied, has the right to immediately close the stand and prevent the Exhibitor from entering it, without this giving the Exhibitor the right to claim material or financial damages from the Organiser.

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

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

In addition, the Organiser has the right to refuse the Exhibitor admission to any Show organised by any company within the Comexposium Group for a period of three (3) years.