



GENERAL TERMS AND CONDITIONS OF PARTICIPATION

1. EXHIBITION ORGANISATION

The organiser has full and complete control of the exhibition organisation.

Allocation of stand space by the organiser

The Organiser will draw up an exhibition floor plan and allocate stand areas as applications are received, taking into account the exhibition's different sections. The Organiser will do its best to take into account the wishes expressed by 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 alone can determine the general arrangement of the Exhibition, as well as the arrangement of the stands at the Site.

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 exhibition's 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.

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 seven (7) days of sending the features of the Exhibitor's location, the Exhibitor 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.

2. CONSIDERATION OF APPLICATIONS

Submission of exhibitor applications

Exhibitor applications are submitted by means of the form provided by the organiser, which is available in digital or printed format. The organiser's consideration of applications - Applications from the following will be considered:

- Companies whose function is to "produce and market their wine and/or spirits". These companies have a business in the sector which is recognised as substantial in view of the range of products presented, turnover and international operations. They must belong to the following categories: wine production trading, still wine production, champagne production, spirit production, sparkling wine production, wine cooperative.
- Trade associations and professional wine and spirit bodies which promote wines and spirits or provide information to foster the economic development of the above-mentioned companies.

Decisions regarding admission

The Organiser will notify the Exhibitor of its decision (approval or rejection of the application) by electronic mail. In the case of the Organiser's approval of the application to participate to the Exhibition, the Organiser and the Exhibitor will be definitely committed one to the other by means of a contract whose contents comprise the Exhibitor's application as approved by the Organiser, these Terms and Conditions, and the other documents referenced above.

Consequently:

- the Organiser will provide the Exhibitor with a stand that matches the characteristics indicated by the Exhibitor in its application and will supply the additional services requested in that application, without prejudice to the provisions set out in Clause 1 below,
- the Exhibitor will pay the amounts indicated in its application and will conform to these Terms and Conditions, as well as to all the documents referenced above.

The Exhibitor may not cancel its participation to the exhibition for any reason whatsoever, including in the case of a disagreement on the space allocated to it in accordance with Clause 1 below.

In the event of rejection of the application, the Organiser will, as applicable, refund the amount of the first payment already made by the Exhibitor.

It is expressly specified that the Organiser reserves the right to reject any application as it sees fit and cannot be held liable for any damages.

The Organiser reserves the right not to consider applications submitted after the deadline for registration defined by the Organiser. After this date has passed, the Organiser no longer guarantees the availability of the stands.

3. EXHIBITORS AND CO-EXHIBITORS

An exhibitor may put forward a co-exhibitor for consideration by the organiser. The conditions governing acceptance of co-exhibitors are those outlined in Article 2 for the admission of exhibitors. Consideration of a co-exhibiting application submitted to the organiser by an exhibitor is subject to payment of a fixed fee of €690 excl. VAT, which is non-refundable in the event of withdrawal.

If the application is accepted by the organiser, the exhibitor must declare their co-exhibitors on www.vinexposhanghai.com at least two (2) months before the exhibition opens, to ensure they appear in the online exhibitors list.

4. PRICES AND PAYMENT TERMS

The total cost comprises an administration fee, a fixed fee of €690 excl. VAT, stand hire costs and any co-exhibitor participation fees. This amount shall be settled in accordance with the payment terms specified on the application form.

Payment of contractually due amounts shall be made as they fall due and in the following manner:

- the first instalment (deposit): shall be paid with the application form sent by post or when the Exhibitor submits its online application, by cheque or bank transfer.
- the 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.

Registrations occurring less than thirty (30) days before the opening of the exhibition must be paid in full by the Exhibitor no more than eight (8) days after the date on which the corresponding invoice was sent to the Exhibitor.

That time frame will be reduced to two (2) days if the Exhibitor registers fewer than eight (8) days before the Show opens, and in all instances, payment must be received by the Organiser at least two (2) days before the exhibition opens.

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 euros. Failure to pay on the due dates stipulated in the contract will incur late payment penalties at the ECB rate +10% (article L.441-6 of the French Commercial Code) as well as a fixed debt recovery fee of €40 plus any additional recovery costs. If payment is not made on the dates indicated, VINEXPO OVERSEAS may consider the order as cancelled.

5. TERMINATION CLAUSE - PENALTY CLAUSE

5.1 If the Exhibitor fails to pay any of the amounts it owes by the due date or if the Exhibitor fails to comply with any of the clauses of these Terms and Conditions, regardless of the reason, the contract binding it to the Organiser will be terminated seven (7) days after the Organiser has sent a formal notice expressly stating the terms of this Clause 5.1 to the Exhibitor by registered post with confirmation of delivery or by any other useful means, where the breach remains unresolved.

If the Exhibitor expresses the intention of cancelling its participation, the Organiser may implement this termination clause by sending it a formal notice to abandon the cancellation and confirm its participation within seven (7) days.

That period of seven (7) days will begin on the date of the first attempt to deliver that registered post to the Exhibitor.

The contract will automatically be terminated upon expiration of the above time frame, without the need for the Organiser to have the termination recorded by the courts, and the Organiser will immediately be free to dispose of the space allocated to the Exhibitor.

In the event of termination of the contract under this clause, the Exhibitor may pay the full price of its participation to the exhibition, in the name of this penalty clause. Consequently, the amounts previously paid will definitively remain the property of the Organiser and any outstanding amounts will immediately fall due.

5.2 As an exception to the above, the contract between the Exhibitor and the Organiser will immediately be terminated as of right and without formal notice:

- if the Exhibitor does not occupy its stand by the day before the exhibition opens to the public, regardless of the reason,
- in the event of the Exhibitor's registration less than thirty (30) days before the exhibition opens, if the payment stipulated in Clause 4 of these Terms and Conditions is not made within the time frame set out in the said clause (either eight (8) days or two (2) after the invoice was sent and, in any case, at least two (2) days before the Show opens), regardless of the reason.

In the cases mentioned in article 5.2, the consequences of termination will be the same as those provided by article 5.1.

6. DESIGN REGULATIONS

Exhibitors and their service providers are required to comply with VINEXPO OVERSEAS's Design Regulations in building and fitting out their stand. A stand layout plan must be provided to the organiser two months before the exhibition opens.

7. STAND OPENING AND CLOSING

The stands must remain open every day at the set times. It is prohibited to leave exhibited merchandise covered when the exhibition is open. On payment in full of the total amount due, exhibitors will receive personalised entrance passes. Additional passes may be provided, subject to VINEXPO OVERSEAS's terms

8. WORKING CONDITIONS AT THE EXHIBITION VENUE

During build-up, breakdown and the exhibition itself, exhibitors undertake to employ only persons duly declared, and to comply with the legislation and regulations in force concerning working conditions. They shall impose the same constraints on their subcontractors. Inspections are likely to be carried out during build-up, breakdown and the exhibition itself. A Health & Safety coordinator may be appointed by the organiser and required to make observations on working conditions.

9. AFFIXING OF SIGNS AND POSTERS

It is prohibited to affix advertising signs or posters outside the stands in places other than those intended for this purpose. It is also prohibited to add any mark or writing of any kind to the outside of the fascias supplied by VINEXPO OVERSEAS. If this rule is breached, the organiser shall have the items removed at the risk and expense of the exhibitor, without notice and without regard to the present regulations.

10. COMMERCIAL PRACTICES AND ADVERTISING

VINEXPO OVERSEAS reserves the right to ban any advertising that could cause inconvenience or damage of any kind to any person. Sales literature may only be distributed within the stand area. It is prohibited to call out to or accost visitors in the aisles, as is touting for business and promoting products or services out loud, with or without a microphone. Advertising brands or products other than those listed on the exhibitor application form is prohibited.

11. PAID TASTINGS AND SALES PROHIBITED

Exhibitors are permitted to offer free samples and hold free tastings on their stands. The sale of any product (including samples) to be taken away and paid tastings are prohibited within the exhibition.

12. SAFETY MEASURES

Demonstration equipment must have an appropriate safety system and be declared to VINEXPO OVERSEAS one (1) month at the latest before the exhibition opens. Exhibitors are required to comply with the French Order of 25 June 1980 approving the general safety regulations preventing the risk of fire and panic in buildings open to the public.

Exhibitors must also comply with the provisions in the Safety Specifications and the Exhibitor's Guide. VINEXPO OVERSEAS disclaims all liability in the event of a stand being closed down by the Safety Commission as a result of failure to comply with the regulations in force.

13. HYGIENE, CATERING AND FOOD

Exhibitors are required to comply with the departmental health and safety regulations in force at the time of the exhibition.

14. INSURANCE

VINEXPO OVERSEAS shall take out third party liability insurance on behalf of all exhibitors and co-exhibitors.

VINEXPO OVERSEAS shall take out insurance on behalf of exhibitors to cover damage to their property. The value of the property insured is proportional to the stand area hired.

Details of these policies are available on request.

15. INTELLECTUAL PROPERTY RIGHTS

Exhibitors agree to take responsibility for all rights pertaining to the intellectual property, use or marketing of the products and services they are exhibiting (patents, brands, models, exclusive distribution rights, etc.). These measures must be taken before the products or services are presented at the exhibition, and the organiser shall not be held liable in this respect, particularly in the event of a dispute with another exhibitor or a visitor.

VINEXPO OVERSEAS reserves the right to exclude exhibitors previously found liable for patent infringement or counterfeiting.

16. VACATING THE STANDS

Stands shall be restored to their original state at the exhibitor's expense and vacated as specified in the exhibition's Practical Information.

Exhibitors are liable for any accidents or claims that might result from failing to fulfil these requirements or doing so late. VINEXPO OVERSEAS may remove any equipment and/or fittings left after the deadline, and restore the space to its original state. The costs incurred by these operations shall be charged to the exhibitor.

17. PERSONAL DATA

The Organiser processes the Exhibitor's personal data in order to manage its application to participate in the exhibition and its business relationship with the Organiser in accordance with these General Terms and Conditions of Participation.

Said information and personal data will also be processed for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Organiser to improve and personalize the services that it offers.

Depending on the choices made by the Exhibitor on its application form, the Exhibitor may also receive, by any communications channel, business proposals and news on the Organiser's activities and services.

The Exhibitor's personal data may be processed, on the basis of the consent (which he may withdraw at any time) in order to communicate to him business proposals and news about other Vinexpo events and/or their partners, by any communications channel.

Only the Organiser's in-house teams and the service providers that it has authorized in connection with the organization and management of the exhibition will have access to the Exhibitor's personal data. If applicable, these data can be communicated to third parties, according to the Exhibitor's choice (the Organiser's partners /Vinexpo Group Companies).

The Exhibitor is informed that, for the purposes of the exhibition's organization and management, certain service providers located in CHINA will have knowledge of the Exhibitor's identification data [exhibitor's name, surnames and emails data for the purpose of the management of the stands]. This transfer of data outside the European Union is necessary in order for the Organiser to perform its obligations under these General Terms

and Conditions of Participation.

The personal data that must necessarily be provided are indicated as such on the application form and are necessary for the conclusion and performance of the contract between the Exhibitor and the Organiser. The Organiser will not be able to process the Exhibitor's requests without said data.

In accordance with the applicable regulations, the Exhibitor has a right of access, a right of rectification, a right to object to the processing of its data, a right to delete data and to limit its processing and a right regarding the portability of its data. The Exhibitor may exercise these rights at any time by writing to the company VINEXPO OVERSEAS - 2, cours du 30 juillet 33000 BORDEAUX, FRANCE or by email at nroumegoux@vinexpo.com. Finally, the Exhibitor has the right to lodge a complaint with France's Commission nationale de l'informatique et des libertés (the "Cnil").

The Exhibitor's personal data will be kept for the duration of its commercial relationship with the Organizer and then during a period of 5 years from the date on which the Exhibitor most recently expressed an interest.

The data needed to establish proof of the said relationship, the data needed to comply with these General Terms and Conditions of Participation and the data needed in order for the Organizer to comply with its legal and regulatory obligations shall be kept in accordance with provisions in force.

18. GENERAL RULES OF TRADE EVENTS

This Special Regulations document sets out the particular conditions of the services provided to the exhibitor by the organiser. It is supplemented in case of deficiency by the General Rules and Regulations Governing Exhibitions (RGMC/2015) issued by UNIMEV (the French Meeting Industry Council), the professional association of which the organiser is a member (see <http://www.unimev.fr/>).

19. APPLICABLE LAW - JURISDICTION

The relations between VINEXPO OVERSEAS and direct exhibitors and co-exhibitors are subject to French law. Any dispute relating to the drawing-up, implementation and interpretation of the agreement binding the parties shall fall under the jurisdiction of the courts competent for the location of VINEXPO OVERSEAS's head office.

20. CANCELLATION IN CASE OF FORCE MAJEURE OR AN INSUFFICIENT NUMBER OF EXHIBITORS

Force majeure

Should it be impossible to hold the exhibition at the intended venue due to force majeure or external causes independent of the organiser, the organiser may decide to notify exhibitors that their accepted applications have been cancelled, without such a decision giving rise to compensation. The sums remaining, after any expenses incurred have been paid, would be shared out between the exhibitors in proportion to the sums received, without this entitling them to claim damages.

Insufficient number of applications

The organiser may also cancel or postpone the exhibition if on the closing date for applications it deems that a manifestly insufficient number of exhibitor applications has been received. In such circumstances, accepted exhibitors would be refunded the full amount already paid.

Exhibitors accept, until the closing date for applications, all risks associated with the exhibition not taking place, and agree in particular to bear any costs incurred.



SPECIFIC TERMS AND CONDITIONS FOR EQUIPMENT

Turnkey stands, Pavilion Offer

ARTICLE 1: PLACING ORDERS

1.1. Owing to all types of commercial constraints, the order from the customer must be placed in writing before the exhibition.

1.2. In general, all use of hired equipment by the customer implies the latter's acceptance of these hire conditions.

1.3. VINEXPO OVERSEAS reserves the right not to deliver, if the availability of the stock of the hired equipment makes supply totally or partially impossible.

1.4. For any order signed after 9 September 2020, VINEXPO OVERSEAS reserves the right to apply a late order surcharge of 30% to the sales prices (raw space excluded).

1.5. Please note that if exhibitors do not provide to the contractor the necessary files for the preparation of signage for their stands before 25 September 2020, accurate reproduction of their logos and/or graphics may not be guaranteed.

ARTICLE 2: DELIVERY OF THE EQUIPMENT

2.1. VINEXPO OVERSEAS, insofar as the order has been placed as stipulated above, shall deliver the ordered equipment.

2.2. VINEXPO OVERSEAS undertakes to deliver the equipment ordered in the conditions stipulated on the order confirmation. If these delivery dates differ from those set out in the order, the customer shall be considered to have accepted them if he does not immediately cancel his initial order by recommended mail with acknowledgement of receipt.

ARTICLE 3: OBLIGATIONS OF THE HIRING PARTY

3.1. The hiring party being the "guardian" of the objects and of the equipment hired for the duration of the rental period, shall:

3.1.1. Use the hired equipment in compliance with its usual purpose and do nothing that may damage it.

3.1.2. With regard to VINEXPO OVERSEAS, the hiring party is the only responsible party for any damage, loss or theft.

3.1.3. If the hiring party fails, within a deadline of 24 hours after the delivery of the hired equipment, to state his justified complaint about the state of hired equipment and the quantities delivered in writing, he shall be considered to have accepted it in good general condition with the obligation of returning it as such at the end of the hire period. After this deadline, no claims shall be accepted.

3.2. The hired equipment should not be moved or sold under any circumstances. The hiring party shall refrain from doing so and in particular the hired equipment may not be confiscated in the case of liquidation or bankruptcy of the hiring party.

3.3. The hired equipment may only be used with the agreement of VINEXPO OVERSEAS which expressly reserves the right to reclaim it without notice nor compensation and subject to any requests for damages and legal actions in the case of failure to abide by these general conditions.

3.4. By express agreement, VINEXPO OVERSEAS shall regain

possession of the hired equipment at the end of the exhibition. The hiring party shall consequently make all the necessary arrangements to allow VINEXPO OVERSEAS to do so and shall notably remove, take away any objects, literature and other items belonging to him or his visitors. VINEXPO OVERSEAS shall under no circumstances whatsoever be held liable for the disappearance, deterioration or any damage of any object or other item which the customer shall not have removed from the hired equipment as soon as the event ends.

3.5. Any modifications or transformations made to the hired equipment are strictly forbidden.

3.6. The use of nails, adhesive and paint on the hired equipment is strictly forbidden.

ARTICLE 4: DEROGATION TO THE STIPULATIONS OF THE ORDER

4.1. VINEXPO OVERSEAS shall do everything in its power to satisfy the orders made concerning the equipment to be hired.

4.2. Owing to imperatives bearing on the availability of stock, and on deadlines, VINEXPO OVERSEAS expressly reserves the right to supply identical equipment, of the same value or condition of use to replace it.

4.3. If the customer does not refuse this replacement equipment either partially or totally on its delivery, he shall be considered as having accepted it and subscribed to the resulting obligations.

4.4. No deductions shall be applied for all fully or partially cancelled equipment, for any change in furniture after a delivery made in compliance with the order.

ARTICLE 5: LEGAL ACTIONS

Any claims in any form whatsoever, whatever their origin and cause, even in the case of a prosecution or of an action in virtue of any form of joint liability, shall be judged in compliance with these general conditions and shall fall under the jurisdiction of the competent courts for the location of VINEXPO OVERSEAS's head office.

ARTICLE 6: INSURANCE

VINEXPO OVERSEAS subscribes an exhibition good insurance covering the rented equipment.

Franchise: the insurer shall be paid a franchise of € 250, by the hiring party for all claims. The hiring party recognises having received the hired equipment in perfect condition and undertakes to return it in the same condition.

Extent of insurance: it shall cover risks of theft or damage starting from the stand's reception day until the end of the exhibition.