INTERNATIONAL PARIS AIR SHOW LE BOURGET | SALON INTERNATIONAL DE L'AÉRONAUTIQUE & DE L'ESPACE PARIS • LE BOURGET

SALES TERMS AND CONDITIONS FOR THE 54th INTERNATIONAL PARIS AIR SHOW 2021

Between:
SIAE - International Paris Air Show (*Salon International de l'Aéronautique et de l'Espace*), a limited-liability company with capital of 5,789,072 euros, listed in the Paris Trade and Companies Register under number 552 021 388, with registered offices at 8, rue Galilée, 75116 Paris, hereafter the "Organiser".
As party of the first part.
And:
The individual or legal entity, identified more fully in the pre-registration form, the registration form (stand booking and aircraft registration form), attending the 54th International Paris Air Show at Le Bourget (hereafter, the "Show"), duly represented for the purposes hereof, and referred to hereafter as the "prospect" for the pre-registration or "Direct Exhibitor" for the registration form.
As party of the second part.
It is specified that:
By signing the registration pack (stand booking and aircraft registration form), Direct Exhibitors agree to comply fully with the Sales Terms and Conditions below. Direct Exhibitors declare that they have read all of the Sales Terms and Conditions, as well as any new provisions which may be required and included by the Organiser in the interests of the Show. The Organiser reserves the right to notify Direct Exhibitors of said new provisions after the fact.

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1. PRELIMINARY SECTION - GENERAL PROVISIONS

A. The International Paris Air Show is to be held in June 2021 and is an aviation and aerospace Show. The name of this Show is "Fifty-fourth International Paris Air Show – Le Bourget", "54th International Paris Air Show - Le Bourget".

B. The purpose of these Sales Terms and Conditions (hereafter, STC) is to set out the procedures governing the sale of SIAE's services during the Show.

C. The STC are drawn up in accordance with the principle of transparency, upon which the relations between the Organiser and the Direct Exhibitor are based. They form an indivisible whole, along with the 2021 registration form and the Technical Guide to the Show. These STC constitute, by virtue of the provisions of Article L 441-6 of the French Code of Commerce, the basis of the business negotiations and the business relationship between the parties.
The STC are drawn up in accordance with:
- Current legislation and regulations on fairs and shows,
- Current legislation and regulations on exhibitions and presentations of combat arms and equipment.

D. The Show will take place at Le Bourget on the Parc des Expositions and the airport from 21 to 27 June 2021 inclusive.
From 21 to 24 June 2021, the Show will only be open to industry professionals over the age of 16.
It will be open to the General Public of all ages from 25 to 27 June 2021. In the event of force majeure, or on the orders of an administrative authority and/or for reasons relating to the safety of persons, the date, location, duration and times may be changed by the Organiser, without any right to claim compensation.

E. There are two types of exhibitors; the term "Exhibitor", as used in these STC without any further specification shall refer indiscriminately to any Exhibitor, regardless of category**:**

- Direct Exhibitor: legal entities which have signed a registration pack, (stand booking and aircraft registration form) for an individual stand or which organise a collective stand, and which, after receiving the corresponding invoice, have paid the Organiser directly or through their appointed representative.

- Indirect Exhibitor: legal entities which have signed a registration pack, (stand booking and aircraft registration form) with a Direct Exhibitor. The Direct Exhibitor is then responsible for submitting the form to the Organiser.

- Direct Exhibitors are responsible for notifying their Indirect Exhibitors of these Sales Terms and Conditions (STC) and for ensuring their Indirect Exhibitors accept and adhere to them.

2. PRODUCT CATEGORIES

The products or services presented by Exhibitors must fall into one of the following aviation or aerospace categories:

01. Aircraft: construction, assembly and sub-assemblies
02. Space, spacecraft, satellite telecommunications
03. Aircraft engines, aerospace powerplant and related equipment
04. Airborne equipment and systems (including weapons)
05. Pilot & navaids and on-board equipment systems
06. Cabin interiors and seat layouts
07. Production equipment, tools and software
08. Subcontracting: electrical, electronic, mechanical engineering and metal working
09. Materials, composite materials and surface treatment
10. Maintenance, product support & spare, transport
11. Services
12. Airport equipment and services
13. Educational institution, association, institutions

3. SERVICES OFFERED BY THE ORGANISER

The term "stand" refers to any area which falls under one of the categories described in Article 3.1 to Article 3.6 herein. A description of these services can be found in the 2021 registration pack.
The Organiser provides the following exhibition space categories to Direct Exhibitors**:**

3.1. Covered stands in the halls

- Bare stands (minimum surface area: 24 m^2).

The Organiser within the Technical Guide shall notify Direct Exhibitors of the construction rules. The latter must submit their stand layout plans to the Organiser for approval, independently of any regulatory and administrative provisions and any technical inspection certificates that the Exhibitor may have to obtain.

- Mezzanine

Upper level or mezzanine constructions on bare stands, which are billed per m², must comply with height regulations (depending on the hall) and recess regulations (see Technical Guide).
The permitted construction surface area of an upper level or mezzanine is no more than 50% of the stand's ground surface area and is limited to 300 m².
This percentage may be reviewed depending on the number of mezzanine bookings, safety rules and limitations of the hall.

The upper level or mezzanine will be attributed subject to the possibilities and t constraints of the Organisation.
The Organiser within the Technical Guide shall notify Direct Exhibitors of the construction rules. The latter must submit their stand layout plans to the Organiser for approval, independently of any regulatory and administrative provisions and any technical inspection certificates that the Exhibitor may have to obtain.

- Turnkey stands, except "Careers Plane" (minimum surface area: 12 m²).

The description of these exhibition areas is detailed on the registration pack.

3.2. Business Chalets

Business Chalets are reception areas designed to host Exhibitors' clients and visitors.
Delivered without any interior facilities, Exhibitors can create a reception space reflecting their taste and corporate design.
The Organiser within the Technical Guide shall notify Direct Exhibitors of the construction rules in the Technical Guide. The latter must submit their stand layout plans to the Organiser for approval, independently of any regulatory and administrative provisions and any technical inspection certificates that the Exhibitor may have to obtain.

Business Chalets are allocated as a priority to Direct Exhibitors who have reserved a stand or are exhibiting an aircraft.

Several types of Business Chalet are proposed to Exhibitors per unit:
- Types A & C: 144m² with upper floor
- Type B: 90m²
- Type D: 72m²

3.3. Outdoor static display areas unbuildable

The Organiser provides Direct Exhibitors with outdoor bare areas (in m²), known as Static Display areas, to exhibit their products. By definition no construction can be made on these areas.

3.4. Outdoor areas suitable for construction

Outdoor areas suitable for any kind of construction or fitting (whether covered or not) are called "build outdoor areas" and are subject to specific pricing, regardless of the type of structures built by the Direct Exhibitor.
These surface areas are determined by the exact amount of floor space occupied by these structures, which the Direct Exhibitor must send to the Organiser. Any adjustments necessary must be made on-site.
The upper levels or mezzanines of covered structures, which are subject to specific billing, must comply with the height regulations applicable in the relevant area of the exhibition site (Technical Guide).

The Organiser will notify Direct Exhibitors of the construction rules (Technical Guide). Direct Exhibitors must submit their stand layout plans to the Organiser for approval, independently of any regulatory and administrative provisions and any technical inspection certificates the Direct Exhibitor may be required to obtain.

3.5. Media and services

The Organiser may make available a complete outdoor area for the media and service companies provided that they do not compete with the services already being offered by the Organiser.

3.6. Aircraft exhibition area

There are two options for exhibiting aircraft at the Show:

- By booking a bare outdoor area by the square meter, as described in Article 3.3 above, allowing Exhibitors to present materials and aircraft.

- By registering aircraft by tonnage: in this case, the amount due is calculated at a fixed price depending on the empty-weight tonnage of each aircraft. By selecting this fixed price option, Direct Exhibitors agree that the location of the aircraft will be determined by the Organiser, according to its own criteria and depending on the areas available. In this latter case, no structures other than the aircraft access route may be built by the Direct Exhibitor.

In the event that two identical aircraft are presented, one in flight and one in a Static Display area, only one aircraft will be invoiced.

3.7. Careers Plane

In the "Careers Plane" hall, the Organiser provides Educational Institution, Associations and the HR departments of businesses in the aeronautics, space, defence and air industries with turnkey stands with a minimum surface area of 9 m².
The registration and booking form and conditions of participation are available and detailed in the 2021 "Careers Plane" participation pack.

Description of the Careers Plane's Exhibitors:

- Businesses offering job opportunities in the aeronautics, space, defence or air transport industries and receiving candidates at their stand
- Educational Institutions offering certified training courses relevant to the aerospace field
- Associations which guide visitors through training and employment in the aerospace sectors

4. STAND ALLOCATION PROCEDURE

4.1. Registration request

If the Organiser sends a link to create a login and password to access the online booking and registration form, hereinafter "application to participate" to a legal entity, this shall in no way constitute a contractual commitment on the part of the Organiser; it merely entitles the legal entity, hereafter, the "Prospect", to apply for a stand.

4.2. Acceptance of applications

The Organiser receives the applications and decides which ones to accept. If an application is deemed unacceptable by the Organiser, the latter is under no obligation to give reasons for its decision.
The Organiser will decide whether an application is likely to affect the product categories described in Article 2, brand image, safety, consistency or any other criterion likely to negatively affect the Show or its organisation and reserves the right to declare such applications unacceptable.

The application to participate is considered as having been signed by the Applicant's company representative with the authority to do so, or by any person employed by the Applicant with written authorisation to enter into agreements on the Applicant's behalf.
If the Applicant is being represented by an independent representative, the latter must produce, jointly with the application to participate, a copy of the written authorisation issued by the Applicant.

The Direct Exhibitor shall remain the sole party responsible for paying the invoices issued by the Organiser to the Direct Exhibitor's authorised representative and shall be solely liable and guarantor in the event of any failing on the part of its representative.
The Organiser cannot become involved in any disputes which may arise between the Direct Exhibitor and its representative.

4.3. Selecting the applicants

The Organiser will select Prospects, Direct Exhibitor and their potential Indirects' Exhibitors according to the following criteria:

- Receipt of the application to participate duly completed and signed by a person authorised to enter into agreements on the Prospect's behalf, before the deadline
- Receipt of the booking down payment, as defined on the surface booking summary
- The Applicant's products or services must fit one of the product/service categories in Article 2 of this document,
- Adherence (if applicable) to French regulations on the exhibition and promotion of combat arms and equipment, and availability of requested products or services.

4.4. Acceptance

The application will be considered as having been accepted by the Organiser only if the following two conditions have been met:

- The amounts due by the Prospect for their application to participate have been received,
- The Organiser has sent the Applicant confirmation of the space/stand it and any Indirect Exhibitors have been allocated.

Areas or Chalets shall only be definitively allocated by the Organiser to the Direct Exhibitors upon receipt of full payment. (See Articles 5.1 "Down payment" and 5.3 "Balance").

The Organiser reserves the right to request, at any time, any additional information relating to the application to participate, or to reconsider any registration decisions made on the basis of false, inaccurate or outdated information. The Organiser also reserves the right to refuse access to the Show and/or to eject any Exhibitors who have not followed the admission procedure above or who have allowed said procedure to be circumvented.

The rights resulting from an application being accepted are intended for the Exhibitor only and may not be transferred.
Therefore, all Exhibitors are prohibited from transferring, sub-letting, exchanging (either for free or in exchange for payment) all or part of the stand area allocated to them by the Organiser.

4.5. Procedure for allocating areas /surfaces

The Organiser shall draw up the floor plan for the Show and allocate the stands.
For imperative safety reasons, if demand for stands exceeds the available space or the number of cancellation requests, or to ensure optimum layout of the Show, the Organiser reserves the right to move an Exhibitor and allocate another stand to it, reduce the size of the stand area (inside the halls, Careers Plane, Chalet, outdoor areas) allocated to the Exhibitor, without such changes carrying any entitlement to compensation. The Organiser is under no obligation to meet Exhibitor requests, or to allocate Exhibitors the same stand from one Show to another.

If the Organiser does not act on an application to participate, any amounts paid by the Prospect shall be fully reimbursed by the Organiser.

4.6. Processing of registration requests and allocation of surfaces

As far as possible, the Organiser will give priority to Exhibitors who have exhibited at the Show previously to renew their stand or Chalet, provided that their application to participate, along with the corresponding mandatory fee, arrives before 15 September 2020.
Any Exhibitor, who would not be present or of whom the stand was not open during General Public days (25, 26, 27 June), will lose any priority in the renewal of its location at the next edition.

The Organiser shall also bear in mind the date the application to participate was received when allocating new stands to these same Exhibitors if they request a stand in a different area. The rest of the applications will be processed on a first-come, first-served basis, depending on when the completed the applications to participate and corresponding payment arrived.

In any case, the Organiser retains sole responsibility for deciding on the location it will allocate to Exhibitors.

4.6.1. Specific conditions for allocating stands in halls

- Hall 2 A is reserved as a priority for Direct Exhibitors involved in the product categories 1, 2, and 3, as outlined in Article 2 of this document.
- Hall 2 B is reserved as a priority for Direct Exhibitors which are members of GIFAS, the French aerospace industry's primary representative
- Hall 1, 2C, 3, 4, 5 and 6 are allocated according to the Article 4.6
- Hall “Careers Plane” is reserved as a priority for Exhibitors involved in the product categorie 3.7 of these STC

4.6.2. Business Chalets

Exhibitors involved in product categories 1 to 5 have booking priority for type B Business Chalets directly opposite to the walkways.

Direct Exhibitors with an aircraft on a bare outdoor area by the square meter have booking priority for type A Business Chalet.

4.6.3. Outdoor areas

For safety reasons and depending on the available space for aircraft, the Organiser may limit the availability of bare and complete outdoor ground spaces in Static Display areas.
For the same reasons, any structure, even light, has to be declared to the Organiser.

4.6.4. Static Display areas for aircraft by tonnage

For aircraft which have been registered by tonnage, the following priorities and technical imperatives are taken into account when allocating static display areas:
- Prototypes being exhibited at the Show for the first time,
- Prototypes which have been exhibited before, but have undergone major modifications and which are still current,
- Equipment using new or unprecedented techniques,
- Equipment which demonstrates a particular aeronautical interest,

In any case, the Organiser is the sole decision maker of the locations for aircraft registered by tonnage.

4.6.5. Display of aircraft

Any aircraft display, whether presented as a Static Display or in flight, must remain at the Show until the last day. During the Show from 21 to 27 June 2021 the Static Display area is close, and all the aircraft’s’ movements are submit to the preliminary agreement of the Organiser.

During the Show, the Organiser reserves the right to change the location of aircraft in line with requirements. The Organiser shall be responsible for technical assistance operations and for supplying airport equipment for aircraft on the Show premises. For obvious safety and liability reasons, airport assistance shall be provided solely by the Organiser and its subcontractors.

5. PRICES AND METHODS OF PAYMENT

The price for exhibiting at the Show, excluding taxes, shall be set by the Organiser in the 2021 registration pack.
This fee may be reviewed if the prices of materials, construction labour, transport or services rise by over 10%, or if tax and social provisions undergo major changes between the registration date and the Show's opening date.

Any bank charges shall be borne by the Exhibitor. Billing is subject to VAT for Exhibitor who have an invoice address in France at the rate applicable in France at the time of the Show and/or on the date any payments are made.

The Direct Exhibitor is the sole party responsible regarding the Organiser for the following payments:

- For its own participation in the Show (registration fees, fees for stands and aircraft, guarantee deposits, eco-contribution, inventory of exit) as well as payment for any other services relating to its participation in the Show,
- Orders placed by its representatives, employees, authorised agents and suppliers working on its behalf and under its sole responsibility at the Show's stands or in areas allocated to the Direct Exhibitor.

Any delay in the partial or total payment of an invoice shall result in a late payment penalty being applied, equivalent to three times the legal interest rate, as well as payment of a one-off fee of €40 for recovery costs, without prejudice to the Organiser's right to claim additional compensation if the recovery costs exceed €40 (after supplying supporting documentation).

5.1. Down payment

A down payment on the registration fee for the Show is required, including VAT for Exhibitor who have an invoice address in France, at the rate applicable on the day the Organiser receives the application to participate.
The down payments which Exhibitors must pay are stated in the 2021 registration pack.

DOWN PAYMENT TO BE PAID WITH YOUR REGISTRATION	
Exhibitor registration fees (Direct and Indirect Exhibitors)	100%
Business Chalets (A,B,C,D)	100%
Surface areas in Halls	50%
Outdoor areas	50%
Aircraft by tonnage	50%
Media Village	50%
Careers Plane	50%

5.2. Eco-contribution

The Organiser agrees to collect and sort all waste produced by Exhibitors during set-up and for the duration of the Show. During dismantling, it is assumed that the construction materials will be retrieved and removed by the Exhibitors or their stand designers.

Exhibitors will be invoiced for the collection and sorting of the waste produced while build up and during the Show in proportion with the size of the area occupied (except for Turnkey stands managed by the Organiser). The invoicing procedure is detailed in the registration pack.

5.3. Balance

Exhibitors must pay the balance of the participation fee upon receipt of the corresponding invoice,
If all payments due by the Exhibitor are not received by 15 April 2021, the Organiser reserves the right to reassign the reserved areas to another Exhibitor.

Site badges (set-up..) and Show badges will only be issued to the Exhibitor, its representatives or its suppliers once all payments due by the Exhibitor have been received (including the guarantee deposit indicated in Article 5.4. of this document).

5.4. Guarantee deposit

A mandatory guarantee deposit must be paid when paying the participation fee balance (except for Turnkey stands and Careers Plane).
The amount of the deposit depends on the nature and size of the areas reserved by the Direct Exhibitor and is stated in the 2021 registration pack.

The guarantee deposit will be returned by the Organiser to the Direct Exhibitor upon clearance of the accounts, provided that all sums due for its participation (and its Indirect Exhibitors' participation) in the Show: badges purchasing, as well as any repair and restoration costs for the areas or Chalets it has used have been paid etc.
An inventory of the space shall be made in the presence of the Direct Exhibitor, representative or stand designer and the Organiser upon arrival and departure.

6. OCCUPATION OF STANDS / AREAS

The Exhibitor shall ensure that its stand is permanently manned by its staff or representatives during all the Show from 21 to 27 June 2021, including General Public days (25, 26 and 27 June 2021) during the Show opening hours (8:30am – 06:00pm).

The Exhibitor shall not dismantle its stand/area and shall not remove any of its products before the end of the Show. Any failure to abide by this rule will make lose any priority to the Exhibitor for the renewal of his location on the following edition.

The Exhibitor may not, in any way, display products or services which have not been declared in the registration pack and corresponding to the product category indicated in Article 2 of this document.

The Exhibitor may not, in any way, display products or services or promote companies which are not Exhibitors, or which have not been declared by him as an Indirect Exhibitor.

No events, receptions or conferences are permitted in the areas reserved by the Exhibitors outside the Show's opening hours, unless the Exhibitor has submitted a special request to the Organiser, which has been accepted by the latter.

6.1. Decoration and fittings

The individual decoration of stands and business Chalets is carried out by Exhibitors and is their sole responsibility. In any case, the decorations must adhere to French regulations on materials compliance, safety, installations compliance and emergency and fire prevention. Also, stand fittings must comply with the Organiser's regulations as stated in the Technical Guide, and which sets out, inter alia, the periods and the working schedules as well as the rules on architecture, safety, materials compliance, adherence to rules and regulations to ensure good relations between neighbouring Exhibitors.

6.2 Business Chalets

No products may be exhibited inside the area reserved for the Chalets and inside the Chalets themselves, except exceptional dispensation from the Organiser.

Slogans and advertising are prohibited on the façades and gable ends of the Chalets. Only the Exhibitor's logo and name may be shown after the plans have been filed by the Exhibitor with the Organiser and accepted by the latter.

6.3 Exemption request

Any exemption requests relating to the build-up and dismantling date (specified in the Technical Guide) must be submitted to the Organiser at least 15 days in advance. There will be an additional charge for this, which will be set out in the Technical Guide.

Acceptance of the request by the Organiser is subject to the Exhibitor's construction plans being approved and to the Exhibitor's approval of the exemption quote.

Exemption requests to work outside the Show's opening hours must be submitted to the Organiser 48 hours in advance and shall result in the Exhibitor being billed for the necessary services (security, emergency services, assistance, etc.). In any case, night work is not permitted during set-up and dismantling of the Show; the Organiser will give the Exhibitor sufficient time to set up its stand/area (2 to 4 weeks, depending on the areas involved).

6.4 Securing of the area and materials exposed

Any space allocated to the Exhibitor and any materials of the Exhibitor are the responsibility of the Exhibitor, regardless of the period (build-up, opening to the public and dismantling), day or night.
The Organizer cannot be held responsible for theft or damage committed by a third party on the private parts of the Exhibitor, whether on a stand, an outside surface or a Business Chalet. It is therefore important for each Exhibitor to ensure the security of their spaces.

7. ACCESS PASSES

Each Direct and Indirect Exhibitor shall be allocated a certain number of access passes based on the total of booked and confirmed surfaces and the total of Indirect Exhibitor registered.

The allocation is outlined in the registration pack.

The access passes issued by the Organiser to the Exhibitors may not be resold by the Exhibitors or their suppliers who acquire them.

8. CUSTOMS, TAX, SOCIAL AND REGULATORY OBLIGATIONS

All Exhibitors are responsible for completing the customs formalities and fees for their items and products which come from overseas. The possible customs duties must be settled by the Exhibitor. The Organiser cannot be held liable for any difficulties which may arise during these formalities.

Each Exhibitor shall be responsible for completing, whenever necessary, any formalities required as a result of its involvement in build up the Show, exhibiting at the Show and in dismantling its stand at the end of the Show, particularly as regards as French Law about foreign labour and employment regulations.

Site regulations and health and safety rules will be provided by the Organiser to Direct Exhibitors via specific documentation, the general coordination plan and the safety and security measures applicable during the build-up and dismantling of the Show. Exhibitors are responsible for compliance with applicable regulations and laws in force in relation to all companies and any subcontractors it may have hired to set up or dismantle its stand/display or to assist it during the Show.

It is reminded to Exhibitors that France is signatory of Ottawa and Oslo agreements forbidding the employment (use), the production, the storage, the acquisition and the transfer of antipersonnel land mines and bombs (spays) with sub-ammunitions (BASM)
Documentation and equipment cannot contravene this legislation otherwise criminal sanction may entail.

8.1 French regulation on export of “dual-use items displayed”

Council Regulation (EC) 428/2009 of 5 May 2009, hereinafter the “Regulation”, constitutes the common European legal basis for the control of exports, transfers, brokerage and transit of dual-use goods.

“Dual-Use Goods” are products, including software and technology that may have both civilian and military use. This category includes: 'goods, equipment - including technologies, software, intangible or intangible know-how - which may have both civilian and military use or which may - in whole or in part - contribute to development, the production, handling, operation, maintenance, storage, detection, identification and dissemination of weapons of mass destruction”.

As a member of the European Union, France is subject to these regulations on dual-use goods. This Regulation applies directly and legally to all exporters in the European Union.

The Annex I of the Regulation lists goods subject to export authorisation (transfer outside the European Union). Such authorisation shall be granted by the competent authorities of the Member State where the exporter is established.

There is also a principle of free movement within the EU, except for goods listed in Annex IV of the Regulation (List of the most sensitive dual-use goods subject to a transfer licence), which is updated annually.

Authorization is required for the intra-Community transfer of these goods.

The Exhibitor who intends to exhibit such goods at the 2021 Paris Air Show must first obtain an authorization from the administration of the country of origin of the goods to export them to France.

Similarly, goods are subject to an export licence when they leave French territory, to be transferred or re-exported to their country of origin.

The Organiser shall hold the general license authorizing the return to the original sender.

It is the responsibility of the Exhibitor to make a statement to the Organiser. The necessary elements will appear in the Exhibition Area, on the website of the Organiser.

9. INTELLECTUAL PROPERTY

9.1. Industrial and intellectual property

Exhibitors are responsible for the intellectual and/or industrial protection of the items or products it exhibits, in accordance with the laws and regulations applicable in France and/or Europe and/or internationally. For informational purposes, the Organiser makes clear that the Show is not included in the list of events in the French Intellectual Property Code subject to an exception to the principle of non-disclosure of inventions.

9.2. Other protected elements

The Exhibitors shall obtain directly from the collective copyright management companies and/or the creators and/or their beneficiaries, all permissions necessary for any use, representation or reproduction of any element protected by an intellectual and/or industrial property right (including but not limited to photographs, drawings, pieces of music, texts, software, databases, films, etc.) which they may use during the Show. Exhibitors must obtain all necessary permissions and pay any related fees. They must provide proof that any such fees have been paid if requested to do so by the Organiser.

9.3. Event logo and name

Generally speaking, the names "SIAE", "*Salon International de l'Aéronautique et de l'Espace*", "International Paris Air Show", "Paris Air Lab", "Avion des Metiers", "Careers Plane", "Aleo" or any logo or name referring to the Show "*54e Salon International de l'Aéronautique et de l'Espace - Paris Le Bourget*", "54th International Paris Air Show - Le Bourget", "*Salon du Bourget*", "Paris Air Show", "Paris Air Lab", "Avion des Metiers", "Careers Plane", "Aleo" and any associated logos may only be used after prior permission has been obtained from the Organiser.

9.4. Prohibitions and intellectual property rights granted to the Organiser

Exhibitors may not draw, copy, measure, photograph or reproduce, using any method, the products and/or items exhibited. The Organiser accepts no commitments vis-à-vis the Exhibitors and it is the responsibility of each Exhibitor to ensure that this prohibition is enforced.

However, the Exhibitor gives permission to the Organiser, free of charge, to carry out or to have carried out on its own behalf and as part of its activities, particularly for the purposes of promoting the 2021 Show and subsequent events, the taking of photographs, or making of reproductions and representations of the 2021 Show (the "Views").

The Exhibitor acknowledges that the Images may show, clearly or not, its brands, logos, emblems, company names, stands, products or services (the "Symbols") but also the Exhibitor's personnel, clients or visitors (the "Persons present").
In any case, the Exhibitor grants the Organiser the right to reproduce, represent and adapt its Symbols using any media (including the Internet), for the whole life cycle of the Symbols and/or the legal copyright term for the Symbols for French territory.

The Exhibitor is deemed to be the holder of the rights over the Symbols or to be authorised to use them by having been granted said rights but also to have obtained the necessary image permissions from the Persons present. It is committed to asserting this right against all holders from which it has obtained usage permissions.

Therefore, the Exhibitor shall resolve with its authorised representatives, agents, employees, suppliers, Indirect Exhibitors, Persons present, licensor or any holder of the Symbols, any dispute which may arise in this regard by holding the Organiser harmless against any recourse in this regard.

9.5. Marketing at the Show

Any sale of items or any other marketing material on which the name "SIAE", "*Salon International de l'Aéronautique et de l'Espace*", "International Paris Air Show", "Paris Air Lab", "Avion des Metiers", "Careers Plane", "Aleo" or any logo or name referring to the "*Salon International de l'Aéronautique et de l'Espace - Paris Le Bourget*", "International Paris Air Show - Le Bourget", "*Salon du Bourget*", "Paris Air Show", "Paris Air Lab", "Avion des Metiers", "Careers Plane", "Aleo" or, more generally, any logo or name belonging to the Organiser or which it has permission to use, must have been agreed to in advance by the Organiser.

Exhibitors shall hold the Organiser harmless against any consequences of the circulation by the Direct Exhibitor or its Indirect Exhibitors of any article, information or material which may resemble an official Show product or official Show information.
The Organiser reserves the exclusive right of display within the Show enclosure.
Therefore, Direct Exhibitors and its Indirect Exhibitors may only use, within the limits of their stand/area, the displays and emblems of their own company, to the exclusion of all others, within the limits of the general provisions on decoration and other special provisions of this document.

Circulars, brochures, catalogues, printed materials or items of any sort may only be distributed by the Exhibitors on their stand/area. Leaflets on products not being exhibited may not be distributed without the Organiser's written permission.

Any publicity using light or sound and any animation or display likely to generate crowds in the walkways must be submitted to the Organiser in advance for approval. The latter may revoke any permission previously granted in the event of any obstruction of traffic or to the Show in general.
Exhibitors must not do any advertising or engage in any action which is likely to mislead or constitute unfair competition or a violation of third-party rights.

9.6 Catalogue

The Organiser has sole production, publication and circulation rights, whether paid-for or free of charge, over the Show Catalogue. It may grant all or some of these rights, as well as the advertising included in this Catalogue. The information necessary to produce the Catalogue shall be supplied by Exhibitors at their own responsibility and within the deadline set by the Organiser; otherwise the information shall not be included. Representation and reproduction rights over the items involving intellectual property rights of an Exhibitor and which are included in the Catalogue are transferred free of charge to the Organiser for the purposes of producing the Catalogue, circulating it and advertising the Show for the term of the protection of the rights.

10. PERSONAL DATA

10.1. Definitions

- The term "Applicable Regulations" designates (i) Directive no. 95/46 concerning the protection of natural persons in terms of personal data and the free circulation of this data, (ii) The French Data Protection Law no. 78-17 of 6 January 1978 and its regular amendments, (iii) EU regulation 2016/679 of the European Parliament and European Council of 27 April 2016 applicable from 25 May 2018 (hereinafter, the "GDPR" and (iv) all regulations concerning the processing of Personal Data applicable during the Show.

- The terms "Personal Data", "Processing", "Data Subject", "Controller", "Processor", "Consent", "Breach of Personal Data" (hereinafter "Personal Data Breach"), "Supervisory Authority", "Transfer", "Impact Analysis", and "Appropriate Guarantees" are defined in article 4 of the GDPR and/or are used with the same meaning as in the GDPR.

- The term "Party" designates either the Organizer or the Direct Exhibitor. The term "Parties" designates the Organizer and the Direct Exhibitor together.

10.2. General provisions

i. The provisions of the present Article 10 come into effect on 25 May 2018.

ii. For the purposes of the present Agreement, and in particular so that the Organizer can provide the Direct Exhibitor with the services outlined in Article 3 above (hereinafter "Services"), the Prospect, the Direct Exhibitor and the Organiser will be led to collect and process the Personal Data of Data Subjects (hereinafter "Processing") under the conditions outlined in the present Article.

10.3. Collection of Personal Data

The Data Subjects are the employees, collaborators, sub-contractors and service providers of Prospects, Direct Exhibitors and Indirect Exhibitors.

Within the framework of the Show organisation, the Persons concerned expressly and unequivocally agree to transmit to the Organiser the following personal data: Last Name, First Name, Belonging Company, function, business address, landline number, mobile phone number, e-mail address, date and place of birth, nationality, identity photograph, and internet browsing data (including IP address).

10.4. General commitments

The Parties undertake to (i) comply with the Applicable Regulations, (ii) provide, upon simple request, the name and contact details of their Data Protection Officer, when they have been designated in accordance with article 37 of the GDPR, and (iii) to cooperate with each other in their compliance activities for the Applicable Regulations, as far as possible and to the cost of the Party which makes the request.

10.5. Personal Data provided to the Organizer by the Direct Exhibitor

When the Prospect provides the Organiser with the Personal Data of Data Subjects, the Prospect undertakes until the validation of his the application to participate where he then assumes the status of Direct Exhibitor, or until the refusal of his application to participate, to (i) guarantee that the Personal Data is exact, strictly required for organisation of the Show, correct, and licit, and (ii) inform the Organizer, by sending an email to data@siae.fr, when the Personal Data is no longer relevant or is out-of-date.

When the Direct Exhibitor provides the Organizer with the Personal Data of Data Subjects, the Direct Exhibitor undertakes until the closing of the Show and to the end of the dismantling to (i) guarantee that the Personal Data is exact, strictly required for organisation of the Show, correct, and licit, and (ii) inform the Organiser, by sending an email to data@siae.fr , when the Personal Data is no longer relevant or is out-of-date.

10.6. Legality of Data Processing, consent and notification of Data Subjects

The Direct Exhibitor undertakes to (i) obtain, and send to the Organiser upon the latter's request, the informed consent of Data Subjects when such consent is required by the Applicable Regulations and (ii) provide the Data Subjects with the information referred to in articles 10 and 14 of the GDPR, in accordance with the Applicable Regulations. This information must take into account the Processing carried out by the Organiser in its capacity as Controller, as set out in the present Article.

10.7. Exercise of the rights of data subjects

The Parties must promptly process all requests to exercise the rights of Data Subjects, whether these have been submitted to the prospect, the Direct Exhibitor or to the Organiser. The Organiser undertakes to cooperate as far as possible with the Prospect or the Direct Exhibitor for requests to exercise the rights of Data Subjects. All requests must be made to the following address: data@siae.fr.

10.8. Use of Personal Data

Personal Data is used for two purposes:

- To facilitate organisation of the Show, by enabling the employees and service providers of the Organiser to effectively communicate with the Data Subjects, and to enable the Data Subjects to complete all actions necessary for organization of their participation in the Show;

- To help secure the Show, by completing all of the formalities required for managing access to the various areas, notably the establishment of nominative badges.

10.9. Duration of storage of Personal Data

Personal Data for the Prospect is stored for a maximum of 3 years, unless the Prospect becomes Direct Exhibitor.

Personal Data for the Direct Exhibitor is stored as long as it is useful to the Organiser, in particular to ensure the success of its commercial relationship with the Direct Exhibitor, and to facilitate the organization of later events for a maximum of 5 years after the last commercial relationship with the Organiser.

10.10. Security and confidentiality

The Organiser guarantees the confidentiality and security of the Personal Data processed, notably by taking all technical and organizational measures to guarantee a level of security and confidentiality commensurate with the risks involved. The details of the technical and organizational measures put in place by the Organizer to guarantee the security of Personal Data will be available upon request from the Direct Exhibitor sent to the following address: data@siae.fr. The Direct Exhibitor acknowledges that these measures comply with the requirements of the Applicable Regulations.

10.11. Breach of Personal Data

In the event that the Organiser has reasonable grounds to believe that there has been a Personal Data Breach, it shall inform the Prospect or the Direct Exhibitor of this within 72hours from the moment it is observed. The Organiser undertakes to document in writing any Personal Data Breach and to send this documentation to the Prospect or the Direct Exhibitor as soon as possible. The Parties undertake to cooperate, as far as possible and at the cost of the Party making the request, with the other Party on the subject of notifications made to the Supervisory Authority required under Article 33 of the GDPR. Each Party must approve any communications to the public and/or official notifications made to the relevant Supervisory Authority and/or to Data Subjects on the subject of any potential or real Personal Data Breach.

10.12. Sharing Personal Data with third parties

The Organizer may call on a Processor to complete specific processing activities. The Organiser's relationship with its Processors are governed by the conditions imposed by the Applicable Regulations.

The Organiser may also be led to send Personal Data to the French public authorities, when the applicable legislation requires it.

10.13. Transfer

The Organiser is liable to have to proceed to the Transfer of Personal Data to provide the Services. All Transfers of Personal Data completed by the Organizer will be subject to Appropriate Guarantees. The Prospect or the Direct Exhibitor gives its express consent to these Transfers of Personal Data and undertakes not to contest these, on the condition that the Organiser maintains the Appropriate Guarantees. If necessary, the Prospect or the Direct Exhibitor undertakes to cooperate with the Organiser in order to put in place the Appropriate Guarantees for completing the Transfer of Personal Data required for successful organisation of the Show.

10.14. Provisions for Personal Data at the end of the Show

The Organiser undertakes to, at the end of the Show, and upon written instruction of the Prospect or the Direct Exhibitor, who shall take full responsibility, (i) cease all Processing connected to the prospect or Director Exhibitor and (ii) destroy or return to the Client all Personal Data of Data Subjects, subject to:

- the Document Retention Policy of the Organiser;
- the legal and regulatory obligations for the retention of Personal Data incumbent upon the Organiser.

11. CANCELLATION

Exhibitors who cancel their stand/area booking must pay, as compensation:

- 100% of the registration fee of Direct and Indirect Exhibitors
- For the Business Chalets, the stands in Halls, the outdoor areas and the Media village:
    - prior to stand/area allocation: 50% of the booking fee,
    - after stand/area allocation: 100% of the booking fee,

By mutual agreement between the parties, the payment of the indemnity above may take place via compensation for the amounts owed, with the amounts paid.
The Organiser shall dispose freely, from receipt of the cancellation request, of the area for which the booking has been cancelled.

Aircraft:

- The Exhibitor is not obliged to pay an indemnity in the event that the aircraft cannot be displayed. Any refund by the Organiser shall be made after the Show when the accounts are closed, provided that all payments due for the other services ordered by the Exhibitor have been made.

12. INSURANCES

12.1. Obligatory civil liability insurance

12.1.1 Must be taken out by Exhibitors as operators of the aircraft used in the event

Exhibitors who operate or own aircraft used in the event (whether aircraft presented as Static Displays or in flight) must take out insurance with a company of their choosing to cover any damage (including for the risks of war and assimilated risks) which may be caused to third parties by said aircraft, or to other Exhibitors in accordance with the minimum guarantee amounts required under the relevant provisions of applicable French and European regulations (Regulations (CE) n° 785/2004 of the European Parliament and the Council of April 21st, 2004).

In addition, especially during the Show, Exhibitors operating or owning aircraft undertake in any case to raise to a minimum of 20,000,000 Euros (or the equivalent in US Dollars)) per aircraft and per accident, the amounts of collateral subscribed as third-party/passenger (including the risks of war and assimilated risks) is these amount were lower.
It is specified that this minimum coverage required by the Organiser does not under any circumstances incur for him any liability and the Exhibitor agrees to take responsibility for any consequences which may arise from the lack of insurance coverage taken out by him, or in the event that said coverage is insufficient or inappropriate. Exhibitors must prove to the Organiser that they have met the above obligations by producing a certificate of insurance on the relevant form, which can be found in the “Aircraft guide”, before 19 April 2021.

12.1.2 Must be taken out by the Organiser

For its part, the Organiser shall take out a Public Liability insurance policy designed to cover it and its activities, including throughout and during the 54th Paris Air Show, for damages caused to third parties, in particular spectators, staff and Exhibitors, under the conditions set out in the Interministerial Decree of 30 June 2003 governing the regulations of the Paris Air Show

12.2. Required damage coverage for all Direct and Indirect Exhibitors

Exhibitor undertakes to cover all losses and damages that may be incurred with insurers of its choice, by any equipment or property exhibited and all arrangements and constructions which it has made on the occasion of the Show and to be insured for a sufficient amount for any damage which may be caused to the organiser as well as to any third party, and especially to other Exhibitors.

The policy or policies taken out by the Exhibitor for this purpose must include a waiver of recourse commitment as indicated in Article 12.3.
The Exhibitors are responsible for taking out or applying any other personal property or liability insurance that they consider necessary in view of the risks generated as a result of participating in the 54th Paris Air Show, particularly to cover the risk of theft. The corresponding policy or policies must include a waiver of recourse commitment as indicated in Article 12.3.

The Organiser may request the production of an insurance certificate to verify that they have fulfilled the obligations set out above.

12.3. Waiver of recourse

The Exhibitor and its insurers explicitly waive the right to any recourse against the Organiser (and the auxiliaries of all kinds of which it may make use), the French aerospace industry's primary representative body (GIFAS), The Paris airports authority (Aéroports de Paris), Viparis, the French State or any other Exhibitor and their respective insurers following an accident affecting the property of any kind (including aircraft and rockets) it exhibits or uses during the event, or against the insurers of the aforementioned entities. Exhibitors and their insurers also agree to hold the legal entities and individuals mentioned above harmless against any proceedings and claims which may be brought against them in such cases on behalf of any interested party.

13. APPLICATION OF THE SALES TERMS AND CONDITIONS (STC)

13.1. Technical Guide

These STC are of a general nature. They come with a “Technical Guide” and all regulations and special instructions issued by the Organiser from now until the 2021 Show date.

Other than ordinary legal rules, the periods and the working schedules as well as the rules on security, safety, health and safety conditions at work, architecture, traffic circulation and access conditions specific to the build-up and dismantling of the Show, waste sorting will be included in the Technical Guide and commented on during the preparation meetings with the companies designated by the Exhibitor. Failure to obey regulations and instructions may result in, without notice, the temporary closure of the Exhibitor’s stand/space and/or the temporary or permanent exclusion of the offending persons.

13.2. Adherence to the Sales Terms and Conditions

By signing the application to participate, Exhibitors fully adhere to these STC which are appended, which the Exhibitor has read fully, and to any new provisions which may be imposed by circumstances and adopted in the interest of the Show by the Organiser, who reserves the right to notify Exhibitors of said changes.

13.3. Failure to adhere to the Sales Terms and Conditions

Failure to adhere to one of the provisions of these STC shall result in the Exhibitor eviction of the Show.
No general or special condition issued by the Exhibitor, notably regarding purchase, may take precedence over these Sales Terms and Conditions.

13.4. Force majeure

If it becomes impossible to use the necessary premises in the case also of fire, war, an act of terrorism, a public calamity, a case of force majeure as defined in the first paragraph of Article 1218 of the Civil Code or an unforeseeable event make impossible the execution of all or part of what must be done for the Show, the Organiser may cancel, at any time, requests for recorded location, by notifying in writing the Exhibitors concerned who are not entitled to any compensation or indemnity. The amounts remaining available after payment of any expenses incurred would be distributed among the Exhibitors concerned in proportion to the amounts paid by them

13.5. Applicable rights – competent jurisdiction

These TSC and the attached contract are subject to the French law.

If no amicable agreement is found, in case of a dispute related to the interpretation or the execution of these present TCS and of the attached contract will be submitted the Paris Commercial court.

In the opposite case, the competent jurisdiction is the one defined in the current regulations.

Any dispute which may arise between the parties shall be the sole jurisdiction of the courts local to the Organiser’s registered office. These Sales Terms and Conditions shall be subject to French law.

13.6. Responsibility

A. The Direct Exhibitor alone is responsible for any Indirect Exhibitors present on its stand/area, and therefore agrees not to allow the presence of Indirect Exhibitors other than those for which a registration and booking request has been made by said Direct Exhibitor and for whom a registration fee has been paid.

The Direct Exhibitor accepts, on behalf of the Indirect Exhibitors present on its stand, all of its obligations pursuant to these Sales Terms and Conditions.

B. The Organiser cannot be held liable under any circumstances in the event of a failure on the part of a Direct Exhibitor or its agents, authorised representatives, employees, suppliers or on the part of an Indirect Exhibitor, or by any person present by request of or at the initiative of the persons above, to adhere to any French and/or international laws or regulations, regardless of whether the Direct Exhibitor, its agents, employees, authorised representatives, suppliers or the Indirect Exhibitors, any person present by the request of or on the initiative of the persons above, have been selected, approved or accepted by the Organiser.

It is the responsibility of the Direct Exhibitor to distribute and see to the enforcement of these Sales Terms and Conditions and the regulations contained in the Technical Guide by all the staff, authorised representatives, suppliers, employees and Indirect Exhibitors for which it is responsible, as well as any other legal entity or individual acting on its behalf on the Show premises.
In the scenario referred to in Article 13.4 above, any funds left over shall be distributed among the Exhibitors without any kind of recourse being possible against the Organiser for any reason.

13.7. Version

Only the French version shall be valid between the contracting parties and, in the event of any difficulty regarding the interpretation of the English version of the STC, the contracting parties shall refer to the French version of the Sales Terms and Conditions (in French CGV). Only the version drawn up for the 2021 Show shall be valid for the contractual relations between the parties as regards the 2021 Show.