



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 2023

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 13-15 rue des Sablons, 75116 Paris, hereafter the "Organiser".

As party of the first part.

And:

The individual or legal entity, identified more fully in 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 "Direct Exhibitor" for the registration form.

As party of the second part.

It is specified that:

By signing the Registration form (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.

1. PRELIMINARY SECTION - GENERAL PROVISIONS	2
2. PRODUCT CATEGORIES	2
3. SERVICES OFFERED BY THE ORGANISER	2
4. REGISTRATION AND STAND ALLOCATION PROCEDURES	4
5. PRICES AND METHODS OF PAYMENT	5
6. OCCUPATION OF SURFACES	6
7. ACCESS PASSES	7
8. CUSTOMS, TAX, SOCIAL AND REGULATORY OBLIGATIONS	7
9. INTELLECTUAL PROPERTY	8
10. PERSONNAL DATA	9
11. CANCELLATION	11
12. INSURANCES	12
13. APPLICATION OF THE SALES TERMS AND CONDITIONS (STC)	12

1. PRELIMINARY SECTION - GENERAL PROVISIONS

A. The International Paris Air Show is to be held in June 2023 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 2023 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 19 to 25 June 2023 inclusive.

From 19 to 22 June 2023, 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 23 to 25 June 2023.

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 form, (stand booking and aircraft registration form) for an exhibition space, a Business Chalet, an outdoor area, an aircraft, 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 form, (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 & nav aids 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 2023 Registration form.

The Organiser provides the following exhibition space categories to Direct Exhibitors:

3.1. Covered stands in the Halls

- Bare stands (minimum surface area: 24 m²).

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 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" art. 3.6 (minimum surface area: 12 m²).

The description of these exhibition areas is detailed on the 2023 Registration form.

3.2. Business Chalets

Business Chalets are reception areas designed to host Exhibitors' clients and visitors. They are delivered without any interior facilities.

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.

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 without floor
- Type D: 72m² without floor

The description of these exhibition areas is detailed on the 2023 Registration form.

3.3. Outdoor static display areas unbuildable

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

The description of these exhibition areas is detailed on the 2023 Registration form.

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.

The description of these exhibition areas is detailed on the 2023 Registration form.

3.5. 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(s).
- 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.

The description of these exhibition areas is detailed on the 2023 Registration form.

3.6. Careers Plane

In the "Careers Plane" area, the Organiser provides turnkey stands with a minimum surface area of 9 m² to the Educational Institution and Associations in the aeronautics, space, defence and air industries.

The registration and booking form and conditions of participation are available and detailed in the 2023 "Careers Plane" Registration form.

Description of the Careers Plane's Exhibitors:

- Educational Institutions offering certified training courses relevant to the aerospace field
- Associations which guide visitors through training and employment in the aerospace sectors

4. REGISTRATION AND STAND ALLOCATION PROCEDURES

4.1. Registration request

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 Organiser reserves the right to request, at any time, any additional information related to the Registration form and, if necessary, to reform a registration decision pronounced on false, erroneous or inaccurate information. The Organiser reserves the right to refuse access to the Show and/or to expel any Exhibitor, if the Exhibitor has not complied with the admission procedure described above or has circumvented it.

The right resulting from the acceptance of the application is personal to the Exhibitor and non-transferable. It is, therefore, expressly forbidden for any Exhibitor to assign, sublet, exchange, free of charge or in return, all or part of the site assigned to him by the Organiser

4.2. Exhibitors admission

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

- Receipt of the Registration form to participate duly completed and signed by a person authorised to enter into agreements on the Exhibitor's behalf, before the deadline
- Receipt of the booking mandatory deposit, within the time limits, 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.

The Registration form is considered as having been signed by the Exhibitor's company representative with the authority to do so, or by any person employed by the Exhibitor with written authorisation to enter into agreements on the Exhibitor's behalf.

If the Exhibitor is being represented by an independent representative, the latter must produce, jointly with the Registration form, a copy of the written authorisation issued by the Exhibitor.

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.

The surfaces under Hall, exterior areas and Business Chalets will be definitively allocated by the Organiser to the Direct Exhibitor only upon receipt of the full payment of the sums due.

4.3. Procedure for allocation surfaces

The Organiser shall draw up the floor plan for the Show and allocate the stands, trying as far as possible to satisfy the requests of the Exhibitor.

The Organiser will assign the locations to the Direct Exhibitors in the order of arrival of the signed Registration form and payment of the corresponding deposit.

As far as possible and with equal surface area, the Organiser will give priority to the Exhibitors who participated in the previous Show for the renewal of the location of their surface or Business Chalet provided that their registration file duly signed and accompanied by the payment of the corresponding deposit reach him before 15 June 2022.

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

4.3.1. Specific conditions for implantation 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
- Other Hall areas are allocated according to the Article 4.6
- "Careers Plane" area is reserved as a priority for Exhibitors involved in the product categorie 3.6 of these STC

4.3.2. 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.

4.3.3. 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.

4.3.4. 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.

4.3.5. 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 19 to 25 June 2023 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 2023 Registration form.

This amount may be revised if the costs of organising or holding the Show (in particular the price of materials, construction labour, transport or services) varied by more than 10 %, or if the tax and social provisions were substantially modified, between the subscription dates and the opening date of the Show.

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. Deposit

A deposit 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 deposits which Exhibitors must pay are stated in the 2023 Registration form.

DEPOSIT TO BE PAID WITH YOUR REGISTRATION	
Exhibitor registration fees (Direct and Indirect Exhibitors)	100%
Business Chalet (A,B,C,D)	100%
Surface area in Halls	50%
Outdoor areas	50%
Careers Plane	50%

5.2. 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 2023, 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).

5.3. 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 form.

5.4. Guarantee deposit

A mandatory guarantee deposit must be paid when paying the participation fee balance (except for Turnkey stands).

The amount of the deposit depends on the nature and size of the areas reserved by the Direct Exhibitor and is stated in the 2023 Registration form.

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 19 to 25 June 2023, including General Public days (23, 24 and 25 June 2023) 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 form 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.

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 Organiser 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.

The allocation is outlined in the Registration form and based on the total of booked and confirmed surfaces (in m²) and the total of Indirect Exhibitor registered.

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 2023 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, any brands, any associated logos or name referring to “SIAE”, “Salon International de l’Aéronautique et de l’Espace”, “International Paris Air Show”, “Paris Air Lab”, “Paris Air Mobility”, “Avion des Metiers”, “Careers Plane”, “Aleo” 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 2023 Show and subsequent events, the taking of photographs, or making of reproductions and representations of the 2023 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 brands or any associated logo or name evoking the Show «SIAE», «54eme Salon International de l'Aéronautique et de l'Espace - Paris Le Bourget», «54th International Paris Air Show - Le Bourget», «Salon International de l'Aéronautique et de l'Espace», «International Paris Air Show», «Salon du Bourget», «Paris Air Show», «Paris Air Lab», «Paris Air Mobility», «Avion des Métiers», «Aleo», or more generally any logo or name belonging to or regularly used by the Organiser is subject to the prior agreement of 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 Organiser or the Direct Exhibitor. The term "Parties" designates the Organiser 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 Organiser 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 Organiser 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 Organiser, 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 Organiser 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 organisation 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 organisation 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 organisational 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 Organiser 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 72 hours 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 Organiser 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 Organiser 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 and the outdoor areas:
 - 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 2023.

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 2023 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

For the purposes of these Sales Terms and Conditions, will be considered as force majeure ("Force Majeure"):

- Any event qualifying as force majeure within the meaning of Article 1218 of the Civil Code;

as well as

- Any event or situation, whether or not it fulfils the conditions of force majeure within the meaning of Article 1218 of the Civil Code, makes it impossible to hold the Show or carries the risk of disturbances or disorders that could seriously affect the organisation and smooth running of the Show or the safety of goods and/or persons (provided that it is not due to any fault or negligence of the Organiser) such as, and without this list being exhaustive:
 - fires, explosions, floods, storms, lightning, natural disasters or weather conditions making aerial demonstrations impossible;
 - riots, strikes, wars, acts of terrorism or a proven threat of terrorism;
 - a proven risk to the safety of persons and/or property;
 - epidemics (including Covid-19) and/or health emergencies and/or health crises or health risks;
 - deterioration of the technical equipment compromising the smooth running of the Show;
 - supply problems concerning consumables;
 - decision by an administrative authority to close the Show site and/or to prohibit the holding of the Show, requisition or decision of a third party imposed on the Organiser.

In the event of the occurrence of a case of Force Majeure, the Organiser may, without this being able to give rise to a claim for compensation or indemnity, after having informed the Direct Exhibitor as soon as possible and by any means, suspend the performance of its contractual obligations; and

- change the material conditions for the organisation of the Show initially planned, including the date, place, duration and times of the Show (extension of the Show, early closure of the Show, adaptation to the circumstances of the reception conditions of customers and visitors or the conditions of Exhibition of the material, etc.); or
- Completely or partially cancel the Show, including applications accepted by the Organiser and the allocation of locations.

In case of modification of the material conditions of organisation of the Show due to Force Majeure, the amount of the deposit or participation fee paid by the Direct Exhibitor shall be retained by the Organiser for the participation of the Direct Exhibitor in the modified Show and the Direct Exhibitor shall remain liable to pay the full due dates for its participation at the modified Show, pursuant to the terms of payment as amended mutatis mutandis. The Direct Exhibitor may not require a partial or total refund of the amount of the participation.

In the event of a total or partial cancellation of the Show due to Force Majeure, the sums collected by the Organiser will be returned to the Direct Exhibitor, after deduction of the costs and expenses incurred by the Organiser for the organisation and/or holding of the Show (and in particular related to the application costs, the organisation, the promotion and the smooth running of the Fair, distributed in proportion to the sums paid by each Direct Exhibitor for its participation in the Show).

13.5. unforeseeable circumstances

In the event of a change in unforeseeable circumstances at the time of the conclusion of the contract making the performance of the contract excessively onerous for the Organiser ("Unforeseen"), and in particular in the event of an increase of more than 20% in the costs of organizing or holding the Show, which must be justified by an attestation from an account commissioner, the Organiser may, after having notified the Direct Exhibitor as soon as possible and by any means, without giving rise to a claim for compensation or indemnity:

- Enter into discussions with the Direct Exhibitor with a view to renegotiating the amount of the participation in the Show and/or any sum due by the Direct Exhibitor as a result of the participation in the Show (registration fees, site availability fees, etc.);

- failing agreement with the Direct Exhibitor within a period of 15 days following notification by the Organiser of the Unforeseen Event to the Direct Exhibitor, this period may be reduced by the Organiser in an emergency (and in particular if the cause of Imprevison occurs less than 2 months before the start date of the Show):
 - change the material conditions for the organisation of the Show initially planned, including the date, place, duration and times of the Show (extension of the Show, early closure of the Show, adaptation to the circumstances of the reception conditions of customers and visitors or the conditions of exhibition of the material, etc.);
 - change the pricing conditions for participation in the Show, including increasing the amount of participation in the Show and/or any amount due by the Direct Exhibitor as a result of participation in the Show (registration, site availability fees, etc.) mutatis mutandis to the extent of the additional cost incurred by the Organiser as attested by the auditor (for example, an additional cost of 25% of its costs will result in a 25% increase in the pricing conditions);
 - completely or partially cancel the participation of the Direct Exhibitor in the Show;
 - Cancel all or part of the Show, including applications accepted by the Organiser and the allocation of locations.

In case of modification of the material conditions of organisation of the Show due to Imprevison, the amount of the deposit or participation fee paid by the Direct Exhibitor shall be retained by the Organiser for the participation of the Direct Exhibitor in the modified Show and the Direct Exhibitor shall remain liable to pay the full due dates for its participation at the modified Show, pursuant to the terms of payment as amended mutatis mutandis. The Direct Exhibitor may not require a partial or total refund of the amount of the participation.

In the event that the modification of the tariff conditions for participation in the Show due to Unforeseen Event would result in an increase of more than 20% for the Direct Exhibitor in the amount of his participation in the Show and/or any sum due by the Direct Exhibitor under the participation in the Show (registration fee, site availability fees, etc.), the latter may waive participation in the modified Show, after having notified the Organiser by registered letter with acknowledgement of receipt within 8 days of receipt of the new conditions and at the latest 2 months before the start date of the Show. Failure to notify its waiver within the time indicated above shall constitute acceptance of the new terms and conditions for participation in the modified Show. In case of waiver of the Direct Exhibitor to participate in the modified Show, the cancellation terms will be as described in the paragraph below.

In the event of a total or partial cancellation of the participation of a Direct Exhibitor in the Show or the Show due to the Impreviousness or renunciation of the Direct Exhibitor to participate in the Show under the conditions set out in the preceding paragraph, the sums collected by the Organiser will be returned to the Direct Exhibitor, after deduction of the costs and expenses incurred by the Organiser for the organisation and/or holding of the Show (and in particular related to the application costs, the organisation, the promotion and the smooth running of the Show, distributed in proportion to the sums paid by each Direct Exhibitor for its participation in the Show).

13.6. 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.

13.7. 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.

13.8. 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 2023 Show shall be valid for the contractual relations between the parties as regards the 2023 Show.