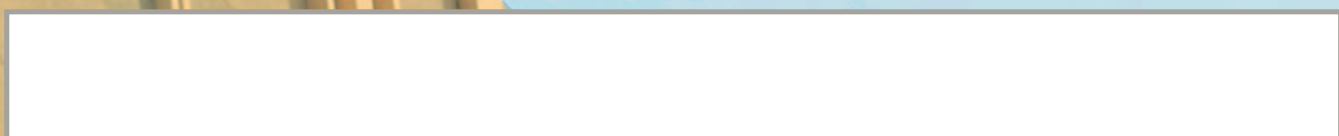


# TERMS & CONDITIONS



## GENERAL TERMS & CONDITIONS OF HIRE & SALE

"READ CAREFULLY"







## ARTICLE 1 - ORDERS

### 1.1 - ACCEPTANCE OF GENERAL TERMS & CONDITIONS

Placements of ORDERS by CLIENTS with the company Société d'Exploitation de l'Acropolis de Nice implies full, unreserved acceptance of the present general terms and conditions of hire and sale.

### 1.2 - ORDER PLACEMENT

- All CLIENT orders to Société d'Exploitation de l'Acropolis de Nice must be confirmed by signing an ORDER FORM. The same applies for all order amendment requests and for all additional orders.
- All orders or order amendment requests from the CLIENT to Société d'Exploitation de l'Acropolis de Nice must be placed at least 30 working days before the 1<sup>st</sup> day of set up/ installation/delivery/service.
- CLIENTS shall not be granted any discount on ORDER amounts regarding equipment change requests after delivery compliant with the latter.
- Barring specific agreements to the contrary decided with our exposition department, payment of the full amount of the ORDER incl. VAT must be enclosed with the latter and shall be payable by transfer or bank card.

## ARTICLE 2 - PRICES

### 2.1 - EXISTENCE OF SPECIAL PRICES

#### In the exhibitor guide

Barring specific agreements, the applicable price excl. VAT for hire or sale is the one in the EXHIBITOR GUIDE.

### 2.2 - ABSENCE OF PRICES

#### In the exhibitor guide

The price for all of the other products and services in the EXHIBITOR GUIDE shall be decided by Société d'Exploitation de l'Acropolis de Nice on a case-by-case quote basis.

### 2.3 - PRICE SURCHARGE

All ORDERS placed after the deadline specified in article 1.2 shall be liable to a 15 % surcharge of the valid price excl. VAT.

### 2.4 - VAT

The Société d'Exploitation de l'Acropolis de Nice presents its services exclusive of VAT + applicable VAT in accordance with valid French and European regulations.

## ARTICLE 3 - CLIENT OBLIGATIONS

Claims regarding the condition of hired equipment shall not be accepted if they have not been the object, as of delivery, of a

claim letter with documentary proof.

The CLIENT is responsible for hired equipment, from delivery to collection. It agrees to become the legal keeper (article 1384 of the Civil Code) of the hired equipment. In this respect, it is liable for any damage caused to or experienced by the equipment entrusted to it.

The CLIENT also undertakes to use the hired equipment for the purpose for which is designed, and not to do anything or allow anything to happen that could cause its deterioration or its disappearance, and provide it with the standard maintenance necessary to keep it in working order, to comply where necessary with the specific recommendations and specific instructions for appropriate use and warnings from the Société d'Exploitation de l'Acropolis de Nice. It may not make any modifications however minor and/or proceed with any repairs thereto.

The hired equipment shall remain the property of the Société d'Exploitation de l'Acropolis de Nice. It may not be transferred, moved, nor seized.

The Société d'Exploitation de l'Acropolis de Nice reserves the right to retrieve the hired equipment as soon as the event is over. The CLIENT must take all measures to this end and in particular collect all items or documentation belonging to it.

The Société d'Exploitation de l'Acropolis de Nice may not under any circumstances be held liable for the disappearance or any other damage during equipment collection.

Untidiness, damage or missing items recorded and certified on return shall be invoiced to the CLIENT at the replacement value of the property and/or costs and expense of repair outlaid by the Société d'Exploitation de l'Acropolis de Nice, payable on receipt of the invoice issued by the Société d'Exploitation de l'Acropolis de Nice.

For all damage caused to equipment during the hire period which needs replacing, the CLIENT must, in addition to the replacement value, pay the price of providing the new equipment for the outstanding term until the end of the event.

The CLIENT undertakes to provide safekeeping of the hired equipment at its own expense.

To this end, he shall take all useful measures and implement all means and personnel necessary. Exhibitors are recommended never to leave their stand unsupervised during set up and dismantling of installations. Valuable items must be locked away. The Société d'Exploitation de l'Acropolis de Nice declines any liability for thefts, loss and damage which might occur, and recommends that each exhibitor protects their equipment and insure it for its full value.

## GUIDE 2017

Société d'Exploitation de l'Acropolis de Nice - Direction des Opérations - 1 Esplanade Kennedy - 06300 Nice - France

Service Exposants : [exposition@nice-acropolis.com](mailto:exposition@nice-acropolis.com)

SA à Directoire et Conseil de Surveillance au capital social de 250 000 € - APE : 9004Z - SIREN : 493 387 997 RCS NICE

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## ARTICLE 4 INSURANCE - SECURITY DEPOSIT

### 4.1 - EXHIBITOR INSURANCE

The areas made available to the exhibitors are covered against fire and explosion hazards by S.E.A.N insurance cover.

S.E.A.N. and its insurers will not make any claims against the Client in the event of incidents for which the latter may be held responsible, other than in cases of malice aforethought. In return the exhibitor and their suppliers of services and goods, as well as their insurers

agree not to make any claims against S.E.A.N.

The exhibitor and the service providers chosen by them must have taken out sufficient insurance cover to meet their public liabilities and well as a guarantee covering all the goods belonging to them or placed under their care, so that no claims will be made against Société d'Exploitation de l'Acropolis de Nice in any event, irrespective of the cause.

Furthermore they must take out insurance cover needed to cover all other risks (Public Liability, Theft, water damage etc.) so that no claims will be made against S.E.A.N. and so that the latter may not be held responsible.

The exhibitors may not take action against the Municipality as the delegating authority.

In particular S.E.A.N may not be held responsible:

.In the event of theft or other criminal act that the exhibitor, their service providers OR visitors may be the victims of in the rented spaces or their associated facilities;

.In the event of any interruption to services, in particular to water, gas, electricity or telephone services occasioned by the authorities or subcontractors to the public services or in the event of force majeure;

In the event of malicious acts or acts of sabotage caused by any individuals OR groups of individuals not associated with the exhibitor and which are expressed as injury to persons or damage to property;

In the event of security measures taken by law enforcement agencies which in particular involve the destruction of objects or of vehicles.

S.E.A.N. will accept no responsibility in the event of any accident of any sort whatsoever which may occur as a result of the exhibition.

### 4.2 - SECURITY DEPOSIT

Regardless of the type of event and for certain services (telephone, audiovisual, IT...) a security deposit by cheque shall be required on ORDER for equipment hire. The amount of said security deposit shall vary according to the type of service. The security deposit shall be returned to the CLIENT, after payment of all sums due and return of the equipment in good condition, on the indicated date. If the contrary is true, it shall be cashed.

## ARTICLE 5 TERMS & CONDITIONS OF PAYMENT

Unless agreements to the contrary have been concluded with our exhibition company, payment of the whole ORDER amount incl. VAT must be enclosed with the latter and shall be payable by transfer or bank card. No discount shall be granted to the CLIENT for early payments.

Any delay by the Client in the payment of amounts due at the payment date, of any sort and irrespective of the cause, will result (after prior notification) in a demand for payment of late

payment interest being made, calculated on the basis of the interest rate applied by the Central European Bank to its most recent re-financing operations, increased by 10 (ten) percentage points. This rate, however may not be less than three times the rate of interest in force at that date (depending on the payment date, the ECB rate applicable during the first half-year for the year involved will be the rate in force on the first day of January of that year, and that applicable for the second half-year will be the rate in force on the 1st July of the year). The client will also be liable for the one-off indemnity for the commercial transaction levy provided for in articles L.441-6 and D.44 1-5 of the Code de Commerce, as well as, when provided for by supporting evidence, for any other additional indemnity.

## ARTICLE 6 COMPLIANCE WITH NORMS

The Société d'Exploitation de l'Acropolis de Nice shall provide on first request all documentary evidence of conformity and compliance of installed equipment in accordance with norms applicable in its area of business.

In the event that applicable regulations are amended, after order, or exceptional measures are taken by the competent authorities (police, fire services or other), the parties shall renegotiate upwards the financial conditions applicable to the present in such a manner as to take the financial impacts of said amendments and exceptional measures to be taken by the Société d'Exploitation de l'Acropolis de Nice into account.

## ARTICLE 7 - JURISDICTION

It is hereby expressly agreed that sole jurisdiction is awarded to the Nice commercial court to settle disputes pertaining to contract interpretation or performance.

Clauses to the contrary stipulated in the CLIENT's commercial documents shall be deemed not to have been written.

## ARTICLE 8 - PRECEDENCE OF THE GENERAL TERMS & CONDITIONS OF HIRE & SALE

It is hereby expressly agreed that the GENERAL TERMS AND CONDITIONS apply exclusively in all commercial relations binding the Société d'Exploitation de l'Acropolis de Nice with the present signatory CLIENT.

They shall override all earlier documents, all previous written or verbal agreements, as well as the CLIENT's general terms and conditions of purchase or hire, with respect to all of its terms.

## ARTICLE 9 - APPOINTMENT OF OFFICIAL ADDRESS

For the purpose of executing the present document, the CLIENT and the Société d'Exploitation de l'Acropolis de Nice hereby appoint their formal addresses at their respective head offices.

## ARTICLE 10 - TERMINATION CLAUSE

The Société d'Exploitation de l'Acropolis de Nice shall terminate its contractual relations with the CLIENT, after serving of notice by Recorded delivery letter with advice of receipt has remained without effect for over 8 days, and/or immediately interrupt its SERVICE in the event that the CLIENT has failed to execute one or other of its obligations without prejudice to the other rights and recourse that may result thereof.



## ARTICLE 11 CLIENT ORDER CANCELLATION

For all total or partial cancellation of orders at the client's request less than 30 working days before the 1st day of installation/set up/delivery/ service, the order amount shall be invoiced to the client, even when the cause of said cancellation is not due to it, outside its control or due to a case of force majeure. In all circumstances, payments inclusive of VAT already made shall remain the property of the Société d'Exploitation de l'Acropolis de Nice. Cancellation must obligatorily be sent to the Société d'Exploitation de l'Acropolis de Nice by recorded delivery letter with acknowledgement of receipt within the set deadlines.

## ARTICLE 12 - CANCELLATION BY THE SOCIÉTÉ D'EXPLOITATION DE L'ACROPOLIS DE NICE

The Société d'Exploitation de l'Acropolis de Nice may not be held liable in the event that a force majeure or chance event occurs as defined in article 1148 of the Civil Code. In the event of administrative closure imposed by serious events and/or decided by an authority holding powers in terms of health and safety and administrative policy, the CLIENT shall be reimbursed for any instalments paid, subject to deduction of the expenses outlaid by the Société d'Exploitation de l'Acropolis de Nice for order preparation.



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