

## Conditions Générales de Vente (au 1 juillet 2023)

### **Between**

The Association de Traitement Thermique et de Traitement de Surface (A3TS), Association under the law of 1901, whose SIRET number is 408 082 360 000 20 and whose head office is located at 71 rue La Fayette 75009 Paris, hereinafter referred to as the "Organizer" or "A3TS", duly represented by its legal representative

**On the one hand,**

### **And**

The individual or legal entity, identified in more detail on the Congress registration form and/or the booth reservation form, participating in the Congress and/or Heat and Surface Treatment Exhibition to be held on June 5 and 6, 2024 at the at Congress center Pierre Baudis in Toulouse (hereinafter referred to as the "Congress", the "Exhibition" and together the "Event"), duly represented for the purposes of the present document, hereinafter referred to as the "Exhibitor", the "Congressman" or together the "Participant",

**On the other hand,**

**It is hereby specified that: The signature of the Congressman and the Exhibitor on the registration and booth reservation form implies the latter's full acceptance of these General Terms and Conditions detailed below (hereinafter the "GTC"). The Participant certifies that he has fully understood them.**

**1/ Location and duration** - The Event will take place on June 5 and 6, 2024 at Congress center Pierre Baudis in Toulouse.

### **CONDITIONS APPLICABLE TO THE RESERVATION OF BOOTH(S):**

**2/Booking form and payment** - In order to reserve his booth, the Exhibitor must send his registration form to the Organizer, by e-mail or by post, accompanied by payment of a deposit of 30% of the total amount of the reservation. The balance of the reservation amount must be paid no later than two (2) months before the event, i.e. by April 5, 2024. In the event of non-receipt of the full amount due by the Exhibitor on April 5, 2024, the Organizer reserves the right to allocate the reserved areas to another Exhibitor. Access passes to the Exhibition and badges will only be issued to the Exhibitor, its representatives or its service providers upon receipt of the full amount due by the Exhibitor. The deadline for Exhibitor registration at the Exhibition is May 23, 2024. Exhibitor applications received after this date are placed on a waiting list in the chronological order in which they were received. Any Exhibitor admitted to register after May 23, 2024 will be required to pay the full participation fee at the time of booking. The Organizer has the right to approve/refuse an Exhibitor's application, demonstrations, exhibitions or promotions that he would like to present at the Exhibition.

The Exhibitor agrees that the information (business name, address, telephone number, email address, website) provided at the time of registration may appear in the Organizer's communication media (visitor's guide, website, social networks, exhibition sign).

**3/ VAT** - Exhibitors will be invoiced with compulsory VAT on the total amount of the services ordered by the Organizer. Companies established in the territory of the European Union, outside of France, with an EU VAT number duly communicated to the Organizer will be invoiced tax-free and exempt from French VAT. Companies outside the EU have the right to request a refund of this VAT from the tax authorities:

DRESG

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Tel: +33 (0)1 57 33 82 00

**4/ Shared booth** - Two separate organizations may share a booth, but the registration, invoicing and payment will be carried out, on behalf of both organizations, by one of them only. Thus, The Organizer will only process and contract with the first organization listed on the application. In the event that an Exhibitor withdraws from the exhibition, the company or organization with which it shares a booth will be responsible for the full amount of the fee.

**5/ Exhibit Plan and Booth Allocation** - Payment of the 30% deposit is required to select a booth. Exhibitors will select their location on a first-come, first-served basis according to an exhibition plan, but The Organizer reserves the right, at its sole discretion, to make changes to the final plan if necessary. Relocation will be arranged with the Exhibitor. The Exhibitor agrees that the reserved booth(s) will be always occupied by its staff, or its representatives, during the entire duration of the Exhibition, during the opening hours of the Exhibition. The Exhibitor shall not vacate its booth/space or remove any of its materials before the end of the Exhibition. The Exhibitor may not, in any form whatsoever, present materials or services or advertise for non-exhibiting companies. No events, receptions or conferences are permitted on the sites reserved by Exhibitors outside the opening hours of the Exhibition, except in the case of an express and exceptional request made by the Exhibitor to the Organizer and accepted by the latter.

**6/ Installation and dismantling** - The installation and dismantling times are indicated in the Exhibitor's technical file. Exhibition material not removed from the hall within the specified time will be removed by the Organizer at the Exhibitor's expense and responsibility. The Organizer accepts no responsibility for damage to and from structures and facilities built by the exhibitors. Any damage to the premises and installations where the Exhibition is held caused in whole or in part, directly or indirectly, by the Exhibitor or by its installations, equipment or property is the responsibility of the Exhibitor.

**7/ Badges** - The badges issued by the Organizer to the Exhibitor's representative(s) must be worn at all times to be admitted to the Show. The booth staff must pre-register via the exhibitor's technical file, which will be sent to them by the Organizer during April 2024. Badges will be available for collection at the Show reception desk from 4 June 2024.

**7b/ Website:** Exhibitors agree to fill in the exhibitor's form reserved for them in the website with the appropriate information, such as: the company's products and services, contacts, photos, promotional videos, etc.

**8/ Restrictions** - No Exhibitor will be allowed to display or distribute documentation outside the limits of the booth space allocated in the exhibition area. Any special decoration of the booths is carried out by the Exhibitors, under their sole responsibility. In any case, it must comply with French regulations regarding the conformity of materials, safety and conformity of installations and fire prevention and rescue rules. In addition, the decoration of booths must comply with the regulations laid down by the Organizer in its technical file which defines the periods and hours of work, as well as the rules of architecture, safety, conformity of materials in compliance with the regulations and the rules of good neighborliness between Exhibitors.

**9/ Damage** - The Exhibitor is responsible for any damage caused to the floors, walls or columns of the building, to the booth equipment or to the property of another Exhibitor. The Exhibitor may not nail, screw, drill or apply paint, lacquer, adhesive or other coatings to the columns, floors or walls of the building, or to the booth partitions.

**10 / Security** - The Organizer cannot be held responsible for any loss or theft of Exhibitors' equipment. Exhibitors are strongly encouraged not to leave valuables unattended in the booths, for which they are solely responsible.

**11 / Insurance** - The Organizer is not liable for any damage that the Exhibitor may cause to third parties, including the manager and owner of the site hosting the Exhibition. The Exhibitor therefore undertakes to take out, at the latest ten (10) days before the date scheduled for the setting up of the Exhibition, with insurance companies approved to carry out insurance operations in France, insurance contracts covering the financial consequences of the responsibilities that may be incumbent upon him due to bodily injury, material and immaterial damage caused to third parties, including the site manager and the owner of the site, as a result of his activity on the occasion of his participation in the Exhibition (including during the periods of setting up and taking down). The Exhibitor undertakes to provide the Organizer, at the latter's first request, with the corresponding certificate from its insurer, currently valid, indicating the guarantees taken out, their amount and their period of validity. Failing this, the Organizer reserves the right to prohibit the Exhibitor from entering the Exhibition without this giving rise to any compensation.

**12/ Failure to occupy** - In the event that an Exhibitor, for any reason whatsoever, does not show up and occupy the reserved booth at the beginning of the Exhibition, he is considered to have resigned. The Organizer may then dispose of the resigning Exhibitor's booth without the latter being able to claim any reimbursement or compensation from the Organizer, even if the booth is assigned to a third party. The Organizer has the right, without prior notice and without reimbursement of the sums paid, to cancel the right of the resigning Exhibitor to participate in the event, while pursuing the latter for any remaining sums due.

**13/ Cancellation by the Exhibitor** - Any request for cancellation of a booth reservation at the Exhibition, for whatever reason, including force majeure, must be sent in writing with acknowledgement of receipt to the Organizer, together with an e-mail to [a3ts@a3ts.org](mailto:a3ts@a3ts.org). If the cancellation request is received by the Organizer more than six (6) months before the first day of the Event, the full amount paid as a deposit will be refunded by the Organizer. If the cancellation request is received by the Organizer between six (6) and four (4) months prior to the first day of the Event, the 30% deposit is retained by the Organizer. If the cancellation request reaches the Organizer between four (4) and two (2) months before the first day of the Event, 50% of the total price of the reservation is due by the Participant to the Organizer. Less than two (2) months before the first day of the Event, 100% of the total amount of the reservation is due by the Exhibitor to the Organizer.

#### **CONDITIONS APPLICABLE TO THE CONGRESS REGISTRATION:**

**14/ Reservation form and payment** - Registration for the Congress can be made online on the event page of the website [www.a3ts.org](http://www.a3ts.org) or by returning the registration form in PDF format to the following address [www.a3ts.org](http://www.a3ts.org), or in paper format to A3TS 71 rue Lafayette 75009 Paris.

The payment methods are the following: online payment on the website [www.a3ts.org](http://www.a3ts.org) by credit card via a secure system, or by transfer to the A3TS bank account or by cheque to the order of A3TS addressed to A3TS 71 rue Lafayette 75009 Paris. Upon receipt of the registration, an invoice will be sent by e-mail to the address indicated during registration.

The registration of a Participant to the Congress includes: access to the conferences, coffee breaks, two lunches and the gala evening. The visit of the adjoining exhibition is free of charge. Coffee breaks between conferences will take place in the Salon.

Access to the conferences is exclusively on presentation of the Congress badge which is given to each participant upon arrival at the Congress venue. The access badge is personal, non-transferable and

must be worn throughout the Congress. The Organizer reserves the right to carry out an identity check during the Congress to ensure that the identity of the Participant corresponds to the identity of the badge holder. Presentation of the badge is required to enter all the Congress venues. Any person not wearing an activated badge will be escorted from the Congress venue.

**15/ Cancellation of a registration to the Congress** - In case of cancellation request less than one month before the beginning of the Congress, i.e. after May 5, 2024, no refund will be possible and the registration fees will remain due and will be invoiced. Before May 5, 2024, any request for cancellation and refund must be sent by e-mail to the following address: a3ts@a3ts.org. The refund will be made up to the amount of the registration fee.

#### **GENERAL PROVISIONS COMMON TO THE CONGRESS AND THE EXHIBITION:**

**16/ Cancellation / postponement of the Event due to force majeure and health crisis** - The Organizer may cancel or postpone the Event due to force majeure. Any new national or international health, climatic, economic, political or social situation that could not reasonably be foreseen at the time the Event was communicated to the Participants, that is beyond the control of the Organizer, that makes the performance of the Contract impossible or that entails risks of disturbances or disorders likely to seriously affect the organization and smooth running of the Event or the safety of goods and persons, shall constitute cases of force majeure justifying the cancellation or postponement of the Event at any time. The coronavirus epidemic declared by the national health authorities is one of the cases of force majeure referred to herein. If, for reasons of force majeure and in particular in the event of an upsurge in the coronavirus epidemic, the Event cannot take place in any format whatsoever:

- the booth reservations will be postponed to the next edition of the Exhibition, with the agreement of the Exhibitor. In this case, the amounts paid for the booth reservation will be retained by the Organizer and the Exhibitor will not be charged any postponement fees. If the Exhibitor does not wish to postpone his reservation to the next edition of the Exhibition, the Organizer will reimburse the said Exhibitor a fixed amount equal to 85% of the amount paid by the latter for the reservation of his booth, the remaining 15% being retained by the Organizer to cover the expenses already incurred in connection with the organization of the Exhibition.

- Congress registrations will be carried over to the next edition of the Congress and the corresponding amounts will be retained by the Organizer, with no carry-over fees to be paid by the Congress participant. If the Congressman does not wish to postpone his reservation to the next edition of the Congress, the Organizer will reimburse the Congressman a fixed amount equal to 85% of the registration fee paid by the latter, the remaining 15% being retained by the Organizer to cover the expenses already incurred in connection with the organization of the Congress.

**17/ Processing of personal data.** The information collected via the registration forms is subject to computerized processing on the legal basis of the execution of the sales and services contract: - By the A3TS, responsible for the processing for the following purposes: - Follow-up of registrations / attendance of the Congress and the Exhibition - Invoicing and establishment of the pricing policy - Organization of the security of the persons registered for the Event - On-line registration of the Participants - Issuance of entry badges - Management of customer relations and prospects - Organization of accommodation and transport services. The data collected is intended for the various internal and external departments of A3TS for the processing and follow-up of registrations and requests relating to accommodation or transport for Participants in industrial visits. In accordance with the Law "Informatique et Libertés" of January 6, 1978 modified by the law n° 2018-493 of June 20, 2018 on the protection of personal data, the ordinance n° 2018-1125 of December 12, 2018 and the General Regulation on Data Protection (RGPD) of April 27, 2016, and under the conditions provided for by these texts, the Participant has a right of access, rectification, deletion, portability, opposition and limitation with respect to personal data concerning him or her, as well as the right to formulate

directives on the fate of his or her data after his or her death. The Participant can exercise his rights, by proving his identity, by mail to the following address A3TS, 71 rue Lafayette 75009 Paris, or by e-mail to: a3td@a3ts.org. In the absence of any further contact with the Participant thereafter, his/her data will be kept for a period of 10 years by A3TS.

**18/ Applicable Law and Jurisdiction** - These GTC, the booth reservation contract and the Congress registration contract are subject to French law for their validity, interpretation, and execution. In the absence of an amicable agreement between the parties, any dispute relating to the interpretation and/or execution of these GTC and the sales contract shall be submitted to the jurisdiction of the Commercial Court of Paris.