



# General terms and conditions of sale

The specifications of the Pavillons de Bercy are available to customers at the sales department.  
This translation is for information. Only the french document is valid in France.

## Article 1.

These Standard Term Sales Conditions relate to the event promotion activity of The Pavillons de Bercy. They are a framework for the contractual and financial undertakings which Favand & Associés S.A.S. offers its customers.

## Article 2. Information Sheet.

An information sheet on the spaces and the services, which are offered to the clientele, can be obtained during working days and hours. The sending of promotional documents on The Pavillons de Bercy (leaflets, information reports and other advertising literature) only binds Favand & Associés S.A.S. with respect to the law and regulations regarding truthfulness to the public. It does not create any particular legal obligation towards any customer in the absence of an undertaking by both parties regarding a properly designated service.

## Article 3. Registering first and second rank options.

Favand & Associés S.A.S. offers the possibility to register two date options for the same event. These options can be 1<sup>st</sup> and 2<sup>nd</sup> rank options. Any demand (including a request to renew an option) will be taken into consideration if submitted by writing (letter, fax, email, ...).

The 1<sup>st</sup> rank option takes priority for the same date, if the second rank option has not been confirmed by the option holder, declaring that he is ready to immediately execute the requisite conditions for this set out in article 5. In these circumstances, the priority 1<sup>st</sup> rank option holder, consulted by SA Favand & Associés, 24 working hours to confirm his option. His option will be null and void if he has not answered within this deadline.

## Article 4. Period of validity of the options.

Subject to the application of article 3 sub-paragraph 3 above, the options are valid for 10 working days for an event which is due to occur within less than a month. Options are valid for 30 days for events, which are programmed to take place within 1 to 10 months, and can be renewed once. Options for events planned to take place over 10 months away, are valid 2 months and can be renewed once. However, unless the marketing department agrees otherwise, only a 2<sup>nd</sup> rank option can be prolonged, whatever the original rank.

## Article 5. Terms for confirming the options.

An option will only be confirmed and transformed into a firm reservation, from the receipt of the signed estimate bearing the handwritten, endorsement «Good for agreement» at the head office of Favand & Associés S.A.S., together with a check for the amount of the installment stated in the estimate..

## Article 6. Estimate and contract.

An estimate is given if requested by the customer-organizer. The estimate must include the designation of the proposed spaces, with their identification, as well as the nature and the cost of the services, which are offered. The prices in the estimates are for services, on the planned date. The estimates gives a period of time for acceptance, and states the terms of validity for the options and for a firm reservation. Its states the amount of the installment to be paid to confirm the reservation, i.e. 50 % of the amount of the estimate inclusive of VAT, in a check made out to the order of Favand & Associés S.A.S.. As soon as Favand & Associés S.A.S. receives the acceptance of the estimate and the installment referred to above, it submits a contract for services relating to making the premises and the associated services available, to the customer-organizer for joint signature. This commercial law contract binds the parties regarding the undertakings made, from its signature.

## Article 7. Contractual obligations.

The customer-organizer's joint signature of the contract means that he fully accepts the following documents which Favand & Associés S.A.S. has allowed him to examine, and he declares that he has read and accepted :

1. These Standard Term Sale Conditions
2. The Specifications for The Pavillons de Bercy, including The General Recommendation Specifications, the Terms of Access and Occupation, and the Safety and Technical Regulations
3. The Special Instructions for caterers
4. The Declaration of Intention of a non-approved caterer which must be approved and signed by the caterer who pays caution money of 1 000 € by check and the fees of 3 € HT per guest to the order of Favand & Associés S.A.S..

## Article 8. Delivering the specifications file.

On signing the contract, the customer undertakes to return a «specifications file» duly completed to Pavillons de Bercy, **10 days before the event, at the latest**, intended to specify the recipient's intentions for the spaces and the associated amenities, the conditions under which the event will take place, the planned installations, as well as the list of sub-contractors, the work force and qualifications of the personnel hired.

However, if the authorities responsible for the public's safety request permits or meetings the specifications file must be returned in good time to allow this.

## Article 9. The lawful conditions for the event.

It is reiterated that the contract can only be valid for organizing events which comply with the legal and regulatory directives relating notably to morality, the public peace, and the organization of meetings. Favand & Associés S.A.S. reserves a right to withdraw, which it can exercise at any time once it is aware of the non conformity of the purpose of the event. The customer cannot in any circumstances assign the benefit of the contract without Favand & Associés S.A.S. written agreement.

## Article 10. The terms of payment for the services.

The contract includes the price of the services as proposed in the estimate and accepted by the customer. A rider will be drawn up for associated services, which result from an agreement of the parties. The prices are increased by the tax in force at the legal rate on the invoicing date. All payments must be made by check or by bank transfer to Favand & Associés S.A.S.. **The outstanding sums remaining after the installment has been encashed, are payable 48 hours before the day of the event, at the latest.**

## Article 11. Cancellation Indemnity.

If the event is cancelled or postponed, an indemnity will be owed to Favand & Associés S.A.S., which is calculated in accordance with the terms and conditions below on the basis of the amount mentioned in the contract and any possible riders :

- Plus than 120 days before the event : 10%
- Between 60 days and 120 days before the event : 30%
- Between 10 days and 60 days : 50%
- Less than 10 days : 100%

Any cancellation will be taken into account on receipt of a recorded delivery letter from the customer.

## Article 12. Insurance.

### 12.1. Damage Insurance.

(see article 4 sub-paragraph 1of the specifications) The unique nature of the collection means that it is of exceptional interest, in addition to the financial value of the objects. Favand & Associés S.A.S. has to protect this heritage during events and requests the customer-organizer to take out civil liability for this. This insurance will include bodily injury, physical damage and consequential loss cover under the terms set out in the Specifications of The Pavillons de Bercy and by contract. The customer-organizer can take out a civil liability proposed by Favand & Associés S.A.S., or supply Favand & Associés S.A.S. with an insurance certificate with insured sums which are least equal to those demanded in the Specifications of the Pavillons de Bercy, on signing the contract, or drawing up the order.

### 12.2. Cancellation Insurance.

The organizer customer is strongly advised to take out a cancellation insurance contract through Favand & Associés S.A.S. If it is impossible to dispose of the rented premises on the planned day and time, for any reason which is not attributable to Favand & Associés S.A.S., it will only be liable to repay the sums which have already been paid.

### 12.3. Waiver of recourse.

If the insurance contract recommended by Favand & Associés S.A.S. is not taken out, the customer-organizer waives all recourse against it and undertakes to obtain the same waiver of recourse from its own insurers. The customer-organizer waives any recourse against Favand & Associés S.A.S. in liability concerning the hired premises and the supplies of services, which are performed on its behalf, and more especially with regards to the theft or other actions and crimes committed inside the premises, or if the premises are destroyed either partially or totally, or compulsorily purchased.

## Article 13. Waiver of recourse.

Any breach of all or some of the above provisions will result in the immediate suspension of Favand & Associés S.A.S. undertakings and services, and the implementation of general or special procedures, planned in these circumstances. No dispute or complaint regarding the services supplied by Favand & Associés S.A.S. will be taken into consideration more than 15 days after the event. Any dispute arising with regards to this contract or its interpretation, these Standard Term Sale Conditions will be for the exclusive jurisdiction of the competent Courts for the Favand & Associés S.A.S.. The parties elect their domicile at the respective head offices. french law governs this contract.

## Article 14.

Favand & Associés S.A.S. reserves the right to modify or to supplement these Standard Term Sales Conditions without notice, as well as the specifications in the interests of public order and safety, the respect of persons, and protecting the site and the exhibits.

