



General terms and conditions of sale

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 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 1st and 2nd rank options. Any demand (including a request to renew an option) will be taken into consideration if submitted by writing (letter, fax, email,...).

The 1st 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 1st 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 2nd 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 instalment stated in the estimate.

Article 6. Estimate and contract.

A quotation is provided to the client upon request. The quotation must include, along with the client's identification, the description of the proposed spaces, the duration of occupancy and their rental cost, as well as the nature and cost of any additional services offered. The prices indicated in the quotation apply solely to the specified service and 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 for joint signature. This commercial law contract binds the parties regarding the undertakings made, from its signature.

Article 7. Contractual obligations.

The customer'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:

- These Standard Term Sale Conditions,
- The Specifications for The Pavillons de Bercy, including The General Recommendation Specifications, the Terms of Access and Occupation, and the Safety and Technical Regulations
- The Special Instructions for caterers
- 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 5 € 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 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 72 hours before** the day of the event, at the latest.

Article 11. Indemnité d'annulation.

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:

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

Any cancellation will only be acknowledged upon receipt of an email followed by a registered letter. In the event that the rented premises are unavailable on the scheduled date and time for any reason not attributable

to Favand & Associés S.A.S., its liability shall be limited to the reimbursement of amounts already paid.

Article 12. Insurance.

12.1. Damage Insurance.

(See article 4 sub-paragraph 1 of 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 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 may either benefit from the civil liability insurance of Favand & Associés S.A.S., or provide Favand & Associés S.A.S. with a certificate of insurance whose coverage amounts must be at least equal to those required in the Pavillons de Bercy specifications.

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.

In the event that the client-organizer chooses not to benefit from the insurance policy of Favand & Associés S.A.S., they waive any recourse against it and undertake to obtain the same waiver of recourse from their own insurers.

The customer 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 in connection with the contract or its interpretation, or with these general terms and conditions of sale, shall fall under the jurisdiction of the Courts of Paris. The parties hereby choose to be domiciled at their respective registered offices. This contract is governed by French law.

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.