

GENERAL TERMS APPLICABLE TO THE TRADE FAIR



12TH & 13TH JUNE 2013 IN THE PREMISES OF LUXEXPO

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Article 1 – Organiser, location & participants

The organiser of the event is the Chamber of Commerce of the Grand Duchy of Luxembourg denominated hereby as the “organiser”.

As a professional chamber and public institution, the Chamber of Commerce of the Grand Duchy of Luxembourg located at 7, rue Alcide de Gasperi, L-2981 Luxembourg, regroups companies from all sectors of business - other than agriculture and crafts - and sees its rationale and role as guardian of the interests of its member companies. Since these may in some cases pursue divergent sectorial interests, the Chamber of Commerce sees its primary mission in the articulation, representation and defence of the interests of all its members.

Today, the Chamber of Commerce has some 50,000 affiliated members, accounting for 75% of total employment and representing 80% of GDP.

The 6 operational missions of the Chamber of Commerce are:

- Involvement in the legislative procedure by the preparation of opinions
- Promoting the spirit of enterprise and the creation and development of businesses
- Promoting foreign economic and commercial relations
- Fostering a system of education and training that meets the needs of businesses
- Providing services to business and the general public
- Informing the public and stimulating debate as partner and independent ambassador of the market economy (“think tank” and proposals of policy).

The professional trade fair “GR Business Days” is organised in cooperation with LUXEXPO S.A. and MLG Events.

In addition, the Chamber of Commerce of the Grand Duchy of Luxembourg will closely work together with the network of chambers of commerce and industry in the Greater Region and beyond, with numerous professional organisations at a regional and international level, with the members of the European business support network « Enterprise Europe Network » of the European Commission as well as with private commercial partners with a recognised experience in the field of event organisation.

The participation conditions of the “GR Business Days” are illustrated hereafter:

Location

The “GR Business Days” will take place at the Exhibition & Congress Center LUXEXPO at Luxembourg-Kirchberg. In the following general regulations, it will be addressed as “the buildings”.

Participants

Any person, firm or body having been accepted by the organiser to participate in the exhibition, will be called “the participant” in the following general regulations.

Article 2 - Date & duration of the exhibition

The organiser has the right to fix the dates and the opening hours of the trade fair and reserves the right to change the dates and hours at any time, which will not entitle the participant to claim any compensation.

Should any such change have an effect on the date or the duration of the trade fair, the contracts existing between the participant and the organiser will be regarded as being concluded for the new date and/or the new duration.

These changes of dates or opening hours will not allow the participants to withdraw, even partially, from their commitments.

Exhibitors will engage themselves in a manner where one or more of their representatives will be present at their stand during the entire duration of the fair.

Article 3 - Participation in the trade fair

Only companies in the activity sectors that are of concern by the exhibition (mentioned in detail on the information brochure and the registration form) can submit their request to participate in the event.

The organiser will have the right to refuse reservation requests for the trade fair without providing any reasons.

Article 4 - Booking application

The booking application form of the trade fair should be fully completed,

in a readable manner, and if possible in block letters. By completing the booking application form of the trade fair, the signatory of the application acknowledges that the present general regulations and all other directives of the organiser are legally binding upon him.

In case the booking application is introduced with conditions or reservations, the organiser has the right not to take the application into consideration. Once the organiser has accepted a booking application, the participant will be informed by a confirmation letter. Only this document will bind the organiser and will put the contract of participation into effect.

The acceptance of a booking application by the organiser does not guarantee any positive commercial result for the participant.

Once the participation is accepted, it cannot be cancelled by the participant without incurring any fee. The price of renting the stand allocated to the participant as well as all the related services of the same booking request will remain due according to the conditions indicated in Article 10 of the present regulation, the postage stamp being taken into account with regard to the date of the submission of the cancellation notice to be authenticated by the exhibitor.

Article 5 – Exhibits

The participant will not exhibit any products other than those that correspond to the activity sectors of the trade fair. The organiser reserves the right to take away from any stand those products which it may judge to be in contradiction to the present general regulations and to store the products at the participant's expense and without any liability on the part of the organiser.

None of the products exhibited shall be taken out of the buildings before the closing the trade fair, unless an explicit agreement has been given by the organiser.

Article 6 - Stands, stand arrangements & exhibitor cards

The participants shall have no right with regard to the decision of the organiser concerning the dimensions of stands. The organiser will group the participants according to the nature of the products, solutions and services exhibited and on a geographic basis in case of collective participation of regional and national stands (according to the possibility).

The participants will not be able to choose their own location; however, the organiser will take into account the wishes of the participants to the maximum level possible. In the case of unforeseen circumstances, the organiser reserves the right to modify the exhibition stand distribution plans or the dimensions of stands without granting participants with the right to claim any compensation.

If, owing to such modifications, the area of a stand is reduced, the organiser will refund the difference in rent as a result. The stands must have a total area in the multiples of one square metre. Under some circumstances, the organiser may be given responsibility for the arrangement of stands. In such a case, they will supply, at fixed rental prices, floors, carpets, partition walls, counters, show cases, armchairs, chairs and tables, refrigerators, sinks, etc... Further details on these items are listed either in the booking application form or on the cost estimation presented on explicit demand to the participant.

The price of renting the partitions are due even if a partition separates two different stands. It is strictly forbidden to perforate, nail, paint, stick objects onto or damage in any way any part of the stand. Only adhesive letters shall be used for the lettering on the cyma. If any of the above rules are not followed, then the cost of the damage incurred will be invoiced to the exhibitor. Any service exceeding the normal installation of the stand will be billed according to the extra hours worked.

The organiser will take charge of the general lighting and heating of the buildings.

For the stands other than the ones mentioned in detail in the 4 exhibitor modules proposed by the organiser, the stand and stand arrangements must be submitted to the organiser for preliminary approval. Installations on a stand which do not conform to these plans, will be removed or

modified at the expense of the participant, who will not have any right to claim compensation. The general appearance of a stand shall in no way offend the feelings of visitors and it shall fit harmoniously into the general framework of the trade fair. The height of the partition walls shall not exceed 2.50 meters from the bare floor of the hall.

The participants will be responsible for the cleanliness of the area of their stand and will not block the alleys nor encroach upon them and under no circumstances will obstruct their neighbours at the trade fair (see under Article 11 - Advertising).

The exhibitor is fully responsible for the material put at his disposal and shall necessarily return it at the end of the event. Any material which is not returned or damaged will be charged.

Once the invoice for the participation is entirely paid, the organiser will provide the participants with exhibitor and stand installation cards. These cards are not for commercial use. Exhibitors and their employees are responsible for any fraud regarding these entrance tickets. In the event of abuse, cards will be confiscated by the organiser.

The number of cards that will be allocated is mentioned in the booking application form. Supplementary exhibitor and stand installation cards can be provided by the organiser after a written request introduced by the exhibitor.

Article 7 - Electrical installation & power consumption

The nominal voltage is three-phase 400 volts or single-phase 240 volts. Connections are made via an individual or collective meter, according to the exhibitor module that has been reserved, single-phase or three-phase E.U. socket. Electricity (input and connection) will be distributed exclusively by LUXEXPO S.A., L-2088 Luxembourg / tel. (+352) 4399 1, fax (+352) 4399 315.

During the event, a team of electricians will be available to the exhibitors to set up any additional installation or maintenance in the stands. These services will be billed according to the hours worked.

The electrical stand installations set up by the exhibitor's qualified personnel are subject to prior approval and acceptance from LUXEXPO at a price of € 30.00. These installations must comply with DIN regulations and should conform to the requirements of the Electricity Department of the City of Luxembourg. It is strictly forbidden to connect power greater than that agreed upon with LUXEXPO, without prior authorisation.

Supplementary connection and power consumption costs will be invoiced directly by the organiser to the participant. Unless specified otherwise, the amount paid is an advance, final billing for electricity may lead to a credit note (reimbursement) or additional billing depending on the actual power consumed as noted on the meter. The ruling prices can be summarised as follows:

ELECTRICITY	
Electricity upon consumption at 0.51 € / kV (VAT included) according to the meter reading after the show:	
3kV: 240 monovolts	177.22 €
12kV: three-phase 400 volts + neutral conductor:	208.96 €
40kV: three-phase 400 volts + neutral conductor:	407.68 €
Spot + light bulb + fixture / piece:	32.00 €

The exhibitor who orders electricity service during the official stand installation period (during the week) will be charged +50% of the total service ordered (including labour), and +100% for Saturday and Sunday before the event commences. These late requests will be carried out in the order of their registration and according to the availability of the labour force.

The exhibitor is entirely responsible for the equipment made available to him and must return this equipment to the LUXEXPO personnel at the end of each event. Any equipment damaged or not returned to LUXEXPO will be billed. It is forbidden to remove the fuses from the power supply sockets without authorisation from LUXEXPO.

Article 8 - Water & drainage

The water-drainage installation points distributed in the halls in principle

allow each stand to be connected to the water distribution network. A stand can, however, on an exceptional basis, use the water source located in the spot next to it. For this reason, the exhibitor whose stand contains one or more sources of water must contact the LUXEXPO technical services before setting the booth. An exhibitor can under no circumstances oppose the installation of water or drainage source required for a neighbouring stand.

Article 9 – Build up & dismantling of stands

The participants should have completed the arrangement of their stands on the eve of the opening of the trade fair, i.e., Tuesday, 11th June 2013 at 07.00 pm. In case a participant has not occupied his stand before the opening of the trade fair, without prior explicit communication, he will be considered as having withdrawn; the organiser will then take position of that stand, with the participant having no right to claim reimbursement or compensation.

Dismantling of stands will not start until after the closing of the trade fair and not before 13th June 2013 at 07.30 pm under all supervision on the part of the organiser. Failure to adhere to the dismantling instructions mentioned before will be subject to a fixed penalty of € 1,250 due by the exhibitor.

The stand installation and dismantling passes will be given to the artisans and those working on the arrangement of the stands. Access to the event will not be granted without the presentation of this pass during the official installation and dismantling period.

The exhibitor is responsible for the packing of his own promotional and exhibition material at the end of the trade fair which will be carried out by its own personnel on the spot.

Any exhibition object, regardless of its type and/or use, not removed after the end of an event within a period determined by the organiser, will be removed by LUXEXPO without prior notification, at the expense of the exhibitor.

Article 10 – Payment & cancellation policy

Payment

Together with the final admission to the exhibition, the participant will receive an invoice from the organiser with the amount for the due renting charges of his stand and the general fees for the services booked.

Only if the booking applications are duly completed (mention “read and approved”, name, date, signature and seal of the company) and the amount due is paid on receipt of the invoice and no later than 7 working days prior to the beginning of the trade fair, the submitted registration will be accepted. Payments via bank cheques are excluded.

The methods and deadlines for payment are mentioned on the invoice that will be issued by the organiser. The participants who delay payment may be excluded from the exhibition without any right to compensation, and the organiser may take position of their stands.

In case of reservation, final accounts for the costs of consumption of electricity, water and telephone are payable before the closing date of an exhibition or at the moment of the presentation of the invoice. If the participant fails in his payment obligations, the organiser will have the right to retain parts of stand equipment and/or exhibits belonging to the participant.

Cancellation charges

The exhibitors have the possibility to cancel their participation before the event according to the following conditions:

- **Cancellation by 12th April 2013:** Cancellation charges up to 30 % of the total amount of the exhibition module and other services / additional orders reserved will be charged.
- **Cancellation from 13th April to 20th May 2013:** Cancellation charges up to 70 % of the total amount of the exhibition module and other services / additional orders reserved will be charged.
- **Cancellation from 21st May 2013 onwards:** No reimbursement of any amount paid will be possible anymore.

With regard to the date of cancellation, the post stamp or any other express delivery shall be taken into account.

Article 11 - Advertising

The participant can only make use of the surfaces inside his stand for advertising purposes. The introduction of advertisements for third parties are strictly forbidden. The organiser has the right to seize any unauthorised advertising within the building without having to hear the participant or having any recourse to law. Advertising material such as circulars, brochures, folders or price lists will only be distributed or displayed within the stands.

Participants are not allowed to distribute advertising objects, such as balloons or objects which can disturb the other exhibitors and the visitors. The streaming of music and projection of radio or television emissions must be authorised in writing by the organiser. Participants are not allowed to organise lotteries or competitions. It is strictly forbidden for any of the participants to step out of their stands in order to call visitors and are not allowed to draw the attention of visitors by using loudspeakers or even by shouting.

Any tasting shall only take place inside a stand. Concentrations of visitors in the corridors, owing to demonstrations, shall be avoided. Upon the observation of any such contraventions, the organiser may order the closure of the stand without prior warning.

Article 12 - Displaying of prices

According to the regulation of the “Office des Prix”, and in accordance with the Grand Ducal Regulation of 29th July 2004 relating to the indication of prices for products and services, sale prices to consumers (including VAT) for all goods and services offered for sale must be clearly posted.

Article 13 - Retail sales

Retail sales of exhibited products are forbidden during the present b2b event.

Article 14 - Legal provisions

Participants declare that they acknowledge and will respect all Luxembourg Laws and all existing legal provisions. It is understood that only the Courts of Luxembourg are considered as competent and that all notices given to the participant, his representatives, his employees or his delegates at an exhibition are valid, the participant having elected domicile in the buildings of the “LUXEXPO S.A.”

The organiser reserves the right to decide on any cases not mentioned in the present general regulations. Decisions taken will be immediately enforceable.

Article 15 - Liability & insurances

In the case of deviation of the English version from the French version of the present order form, the latter is decisive. In case of losses or damage suffered by an exhibiting company in the framework of the trade fair, whatever be the nature or the cause, the organiser cannot be held liable in any way or extent and will contract the insurances mentioned below for the “GR Business Days” trade fair:

1. Legal Civil Liability (group contract);
2. Rental risks;
3. Multi-risk exhibition.

The stands will only be insured for theft if there is evidence of forced entry into the enclosed halls. The stands are not insured for any other form of theft.

The above mentioned risks are covered during the period of the trade fair; however, the periods of installation and dismantling are not included.

The exhibitor agrees in turn to contract the following insurances to a licensed insurance company:

- liability coverage for damages that may be caused by the exhibitor's personnel at the booth to third parties during the show and during periods of installation and dismantling of the exhibition;

- compensation to insure the damages where its personnel could be a victim;
- all risks for covering damages that could be caused to the exhibition materials during transportation to / from the fair, during the periods of installation and dismantling of the trade fair.

Declaration:

The exhibiting company renounces to all claims that it is entitled to exercise

- against the organiser of the trade fair “GR Business Days”, in this case the Chamber of Commerce of the Grand Duchy Luxembourg;
- against LUXEXPO and/or the real estate company - Parc des Expositions de Luxembourg S.A.;
- against one or several exhibitor companies taking part in the show, respectively against tenants or subtenants of the buildings of the entities mentioned in point b), except for cases of malevolence.

The exhibitor company also undertakes to obtain from its own insurers an identical waiver of claims to the benefit of the entities mentioned in point a) & b) and of the other exhibitor companies, respectively, tenants/ subtenants of the buildings of the entities mentioned in point b).

Similarly, it waives any direct action it might be entitled to file against the insurer of the entities mentioned in point a) & b) or of the other exhibitor companies taking part in the exhibition or of the tenants/subtenants of the fair buildings by virtue of Article 89 of the Law of 27th July 1997 concerning insurance contracts.

Article 16 - Waste disposal charge

The organiser reserves the right to invoice the participants a global sum for the expenses of waste disposal.

Article 17 - Prevention of accidents

The participant should provide the machines exhibited with protection devices in accordance with the Luxembourg Laws.

At any time, the organiser has the right to forbid the use of a machine or apparatus, if it is of the opinion that the working of such machine or apparatus is liable to be dangerous or to disturb one or several neighbouring participants.

In any case, the participant is solely responsible for any damages caused, during the assembly or dismantling period as well as during the exhibition, by his construction, his exhibits or the persons working for him.

All merchandises as well as packaging material that are being circulated or stored in the buildings will be at the risk and responsibility of the participant.

Article 18 - Special provisions

If the total subscribed area exceeds the available space, the organiser is entitled to reduce the attributed space or even to refuse certain

registrations. In some cases, the organiser may modify the areas of the stands which are already allocated, without giving any right to the participant to claim compensation.

The participant shall not be permitted

- to use inside the buildings easily inflammable or radiating material, explosives, gas devices or other dangerous objects; in the case of any contravention, such objects will be taken away without any warning and at the charge of the participant;
- to affix or hang advertising material in or outside the stand, on columns, roof constructions, partition walls, walls, etc. being a part of a stand;
- to damage floors, walls and roofs of the halls, to use nails, screws, etc. or to fix on them any object or part of a stand;
- to damage stand equipment belonging to the organiser, e.g. to paint, to use wallpaper, or to drill holes into stand walls;
- to make use of boards or signs with commercial names or marks which might mislead or which might cause prejudice to the other participants;
- to build without special authorisation from the organiser, platforms or stages in the stand or establish separate spaces such as offices, exhibition rooms, bars, etc.;
- to make use of the neighbour's walls or divisions;
- to make any form of political publicity.

The organiser will be entitled to judge and take decisions for any case that is not specified or missing in the present general regulations, the conditions of participation or the exhibitor's guide.

Article 19 - Oral agreements

Any oral agreement, individual authorisation, or special regulation requires a written confirmation from the organiser.

Article 20 - Internal discipline

By completing the act of registration, each participant agrees, on his own behalf and on that of his delegates, to comply with the provisions specified in the present general regulations, with any regulation of the Police or of the Technical Services Department of the City of Luxembourg and of any other authority.

In the event where the present rules are not followed, and after a formal written notice to comply with the mentioned rules within 24 hours remains unsuccessful, the organiser can terminate the contract binding them to the exhibitor with immediate effect. In this case, the exhibitor will be obligated to leave the premises within the period determined by the organiser.

Any exhibition object, regardless of its type and/or use, not removed within a period determined by the organiser, will be removed by the organiser without prior notification, at the expense of the exhibitor. The organiser is entitled to use its full domestic rights within the buildings.