General Terms of fairs organized by FISA Group

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1. DEFINITIONS

For the interpretation and execution of the General Terms:

Acceptance	refers to FISA's decision to accept the Applicant Exhibitor as an Exhibitor subject to the procedures set down in Article 4 of the General Terms.
Admission Form	refers to the document, established by FISA, enabling an Applicant Exhibitor to submit an application for taking part in the Fair.
Amount Due	refers to all amounts (the Booking Fee, amount due for an assigned Stand Area, amount due for cards or tickets ordered, amount(s) due for other products and/or services ordered from FISA and charged to the Client, expenses charged to the Client, late payment interest, penalties, compensation …) due by the Client to FISA at a given time, in application of the General Terms and the Pricing Terms.
Applicant Exhibitor	refers to any Entity that has expressed its desire to take part in the Fair by submitting an Admission Form to FISA.
Application for Substitution	refers to the document, established by FISA, which is available on FISA's website or by simple request from FISA, enabling an Applicant Exhibitor or an Exhibitor to submit an application for Substitution to the benefit of another Entity.
Booking Fee	refers to a fixed amount, independent of the Stand Area assigned to the Exhibitor, that covers administrative processing of the Admission Form.
Building	refers to the place where the Fair is organized (both the building or buildings directly concerned and the surroundings).
Client	refers to any Entity with which FISA concludes a contractual relationship as a supplier of goods and/or services related to the Fair, whether the provision of those services includes making space available for a stand of not.
Down Payment	refers to the down payment to be made by the Applicant Exhibitor for making space available for a stand at the Fair and/or supplying goods and/or services for or related to

	the Fair, this down payment being invoiced by FISA to the Applicant Exhibitor after Acceptance of its Application for Admission. The size of the down payment may vary for the different FISA Group fairs; the amount is always specified on the Admission Form.
Entity	refers to any natural or legal person, association, joint venture, investment fund or other entity, with or without legal personality governed by Belgian law or foreign law.
Exhibitor	refers to an Applicant Exhibitor (i) whose Admission Form has been accepted by FISA using the procedure stipulated in the General Terms, and (2) to which FISA has invoiced the first amounts related to its participation in the Fair. It is understood, moreover, that by the effect of a Substitution, insofar as it is accepted by FISA, a Substitute Exhibitor becomes an Exhibitor in the meaning of the General Terms and all provisions of those General Terms concerning an Exhibitor also apply automatically to a Substitute Exhibitor.
Fair	refers to the specific edition of a specific fair for which the Admission Form is submitted, which is one of the fairs organized by the FISA Group. The specific objective of the Fair is described in the Special Regulations pertaining to it.
FISA	refers to the company in the FISA Group organizing the Fair, whose company name and registered office appear on the Admission Form and which can be one of the following companies, depending on the Fair: - FISA BRUSSELS SA, a public limited company incorporated under Belgian law whose registered office is in Anderlecht (BE-1070 Brussels), route de Lennik 451, registered with the Belgian Trade Registry (*Banque Carrefour des Entreprises*) as number 0831.690.668; - FISA BATIBOUW SA, a public limited company incorporated under Belgian law whose registered office is in Anderlecht (BE-1070 Brussels), route de Lennik 451, registered with the Belgian Trade Registry (*Banque Carrefour des Entreprises*) as number 0545.799.697; - FISA COCOON SA, a public limited company incorporated under Belgian law whose registered office is in Anderlecht (BE-1070 Brussels), route de

Lennik 451, registered with the Belgian Trade Registry (*Banque Carrefour des Entreprises*) as number 0564.899.393;

or any legal successor of the company in question.

FISA Group refers to the group formed by FISA LIFECOM SA, a public limited company incorporated under Belgian law whose registered office is in Anderlecht (BE-1070 Brussels), route de Lennik 451, registered with the Belgian Trade Registry (*Banque Carrefour des Entreprises*) as number 0874.484.989, as well as all companies controlled directly or indirectly thereby.

General Regulations refer to the document, available on the FISA website or by simple request from FISA, which indicates the organizational rules common to all fairs organized by the FISA Group, including the Fair, which must be scrupulously complied with by the Exhibitor. The General Regulations are an integral part of the General Terms.

General Terms refer to these General Terms of sale, completed by the General Regulations (applicable to all fairs organized by FISA Group, the Special Regulations (applicable to a single Fair) and, if applicable, all instructions that FISA may communicate to Clients, which become an integral part of these General Terms as from the date on which they are issued by FISA, all Clients being irrefutably deemed to be familiar with them.

Non-Exhibiting Client refers to any Entity with which FISA concludes a contractual relationship as a supplier of goods and/or services related to the Fair, but which do not include making a site available for a stand.

Opening Date of the Fair refers to the official opening date of the Fair as it is communicated to Fair visitors, it being understood that if a preview evening is organized, that may be reserved to a limited audience, before the day the Fair opens to visitors, the date on which this evening is organized is deemed to be the official opening date of the Fair.

Pricing Terms refer to all prices (VAT excl.) that apply to all services and products proposed by FISA, as they were communicated by FISA in of various media (indication in the Admission Form, on-line information, general or individual emails …), all Clients being irrefutably deemed to be familiar with them.

Regulations	refer to the General Regulations and the Special Regulations.
Representative	refers to the duly authorized physical person or persons who are entitled to represent an Entity, it being understood that FISA is not responsible for verifying the existence or the scope of that authorization.
Selection Committee	has the meaning given to it in Article 5.1 of the General Terms.
Stand Area	refers to the site (representing a certain area expressed in square meters) in the Building which is assigned to an Exhibitor for the duration of the Fair to enable the Exhibitor to set up a stand where it displays its products and/or services.
Special Regulations	refer to the document, available on the FISA website or by simple request from FISA, which indicates the organizational rules specific to the Fair, which must be scrupulously complied with by the Exhibitor and/or the Non-Exhibiting Client. The Special Regulations are an integral part of the General Terms.
Substitute Exhibitor	refers to any Entity that has substituted itself for an Exhibitor insofar as its Application for Substitution was validly submitted to and accepted by FISA.
Substitution	refers to the act by which a third-party Entity takes the place of an Exhibitor and becomes a substitute for all rights and obligations resulting from the contract concluded with FISA, subject to FISA agreeing to that substitution and it being understood that the Exhibitor that chooses to allow a Substitute Exhibitor to take its place remains a joint and several guarantor for any amounts that are due or may become due to FISA.
VAT	refers to the value added tax or any other tax that FISA is legally required to apply on any amount invoiced to the Client; all amounts appearing in the General Regulations, the Special Regulations and the General Terms are given exclusive of VAT.
Website	refers to the generic website for the FISA Group (www.fisa.be) and to the website specific to the Fair.

The terms defined in this article have the same meaning in the singular and in the plural.

2. SCOPE

2.1 The entire contractual relationship between FISA, on one hand, and a Client, on the other hand, is subject to the General Terms.

Every Client undertakes to scrupulously comply with all the terms in the General Terms that are applicable to it.

2.2 Every Client explicitly waives its own general terms, whether they were elaborated before or after the General Terms.

2.3 Every Client undertakes to be attentive to any document addressed to it by FISA that may contain instructions completing the General Terms (including the Regulations) or may give details on a given clause. The Client also undertakes to regularly consult the website to learn about any modification or addition to the General Terms that may be applicable to it.

3. ADMISSION FORM – ORDER FORM

3.1 Any application to participate in a Fair by an Applicant Exhibitor must be addressed to FISA by filling out the Admission Form created for this purpose. No other document or communication will be taken into consideration.

Under pain of being declared void, the Admission Form must be filled out in entirety, in an accurate and honest way, and be signed by a Representative of the Applicant Exhibitor. No reservation or condition written on the Admission Form is taken into account; any reservation or condition is deemed not to have been written.

3.2 Remitting to FISA an Admission Form duly signed by a Representative of an Applicant Exhibitor constitutes a binding offer by the Applicant Exhibitor to take part in the Fair under the conditions given in the Admission Form, the General Terms and the Pricing Terms and in any other additional document that may bind it to FISA.

Remitting an Admission Form results in a contract, which is immediately effective, between the Applicant Exhibitor, which, when applicable, becomes an Exhibitor under the conditions and subject to the procedures described below, as one party and FISA as the other party; this contract is subject to the General Terms.

3.3 Similarly, remitting to FISA an order form duly signed by a Non—Exhibiting Client and its acceptance by FISA, results in a contract between this Non-Exhibiting Client as one party and FISA as the other party; this contract is subject to the General Terms, unless a given clause thereof is explicitly amended in a written document signed by both the

Representative of the Non-Exhibiting Client and by FISA's Managing Director, who alone is authorized to accept such amendments.

3.4 Neither the contract between the Applicant Exhibitor/Exhibitor on one hand, and FISA on the other, nor the contract formed between a Non—Exhibiting Client on one hand, and FISA on the other, can be assigned to third parties, for any reason whatsoever, by the Applicant Exhibitor/Exhibitor or by the Non--Exposing Client respectively, except with the prior written agreement of FISA under the conditions and subject to the procedures described in Article 4 hereafter.

Conversely, the Client hereby agrees to any transfer to a third-party by FISA, in all or in part, of the rights and obligations resulting from the contract that it has concluded with FISA which expressly reserves the right to award a subcontract and/or transfer to any third party of its choice.

3.5 Participation in a Fair is reserved for Entities having activities corresponding to the object of the Fair as described in the Special Regulations.

The criteria to be met by an Applicant Exhibitor to be eligible to take part in a Fair are listed in the Regulations. By signing and submitting an Admission Form, the Applicant Exhibitor declares and guarantees that it meets those criteria and that it will continue to do so for the entire duration of the Fair when it has been accepted as an Exhibitor. Should it fail to or no longer meet those criteria, FISA reserves the right to purely and simply not consider the Admission Form, as long as that Application has not been accepted, or, after acceptance of the Admission Form, to terminate its participation in the Fair ipso jure, effective immediately, without entitling the Applicant Exhibitor or the Exhibitor to claim damages of any kind as result of this decision. In this case, the provisions of Article 8 hereafter are applicable.

4. SUBSTITUTION

4.1 In the event that an Applicant Exhibitor wishes to have another Entity be a substitute for it, it must notify FISA in writing, and the Entity that is substituted is required to re-submit an Admission Form. Any exchange between the substituting Applicant Exhibitor and FISA is considered void, and any agreements or initiation of agreements between them are automatically cancelled.

4.2 In the event that a Client, Exhibitor or other, wishes to substitute another Entity, it must submit to FISA an Application for Substitution, duly completed and signed by its Representative and by the Representative of the successor Entity.

The requested Substitution takes effect on the day it is explicitly accepted in writing by FISA, it being understood that FISA is free to refuse a Substitution, in which case the Client that made the Application for Substitution remains the only party bound by all obligations taken with regard to FISA.

It is also specified that, in all cases a Client that has a substitute – and particularly a Substitute Exhibitor – take its place, automatically remains a joint and several guarantor

for compliance by the Substitute Client with all its obligations under the contract concluded with FISA, and specifically correct payment of the Amount Due.

5. ACCEPTANCE

5.1 The Admission Form submitted by an Applicant Exhibitor is subject to an assessment and selection procedure organized by FISA, which can choose to be assisted by a "**Selection Committee**" whose members it chooses freely. The assessment and selection criteria are particularly:

- availability of the various exhibit sites at the Fair,
- a good balance in the content of the Fair between the various products and services presented,
- correspondence of the general orientation of the Fair and the products and services proposed by the Applicant Exhibitor, or of the image of the Fair and that of the Applicant Exhibitor,
- the quality of the products or services proposed by the Applicant Exhibitor, and the reputation of the trademarks that it markets,
- the quality and originality of the stands that the Applicant Exhibitor plans to erect,
- concern with providing diversity and a balanced distribution of the variety of the products and/or services presented at the Fair.

To help FISA assess the stand proposed by the Applicant Exhibitor, assisted by the Selection Committee where applicable, FISA asks to have a plan of the stand be submitted by the Applicant Exhibitor.

FISA, assisted by the Selection Committee, can freely accept or refuse the Admission Form at its own discretion without being required to give the grounds for its decision.

5.2 Reception by FISA of the Admission Form can under no circumstances be deemed to be equivalent to acceptance by FISA of that Admission Form.

5.3 No Admission Form is considered if it is issued by an Applicant Exhibitor that fails or has failed to comply with one or several obligations with regard to the FISA Group, whatever the nature or extent of that failure.

5.4 The duration of the procedure referred to above can vary from one fair to another; FISA is not bound by any deadline in the implementation of this procedure.

5.5 An Applicant Exhibitor is deemed to be accepted as an Exhibitor at the Fair when FISA issues the first invoice to that Applicant Exhibitor, even if only for a Down Payment. Conversely, under no circumstances can an exchange of correspondence between the Applicant Exhibitor and FISA, including an exchange pertaining to the plan of a stand or the lay-out of the sites, can be considered to be implicit acceptance of the Admission Form.

5.6 FISA declines any liability for errors or omissions that it may have committed in the assessment of an Admission Form.

5.7 In the event of Acceptance, only the Entity that introduced the Admission Form, whose Representative signed the form, is entitled to take part in the Fair.

5.8 By the effect of Acceptance, the Applicant Exhibitor (which has become the Exhibitor) is required to regularly pay FISA for any invoice issued to it, in application of the General Terms and Pricing Terms, including any penalty, compensation or exceptional amount due in application of those General Terms even if, for any reason whatsoever, the Exhibitor were not to participate in the Fair or were to reduce the size of its stand, in which case the provisions of Article 8 herebelow apply.

Acceptance is valid only insofar as the Exhibitor pays all Amounts Due and complies scrupulously with all provisions of the General Terms.

5.9 Under no circumstances can FISA be held liable for the direct, indirect or incidental consequences for the Applicant Exhibitor or for any third party of non-acceptance of an Admission Form.

5.10 Acceptance pertains exclusively to the Fair for which the Admission Form was submitted by the Applicant Exhibitor. Under no circumstances does it entail any right of the Applicant Exhibitor or the Exhibitor to participate in a future edition of the fair in question - other than the one that was the object of the Acceptance – which may be organized subsequently by the FISA Group or its assignee, nor to any other fair organized by the FISA Group. Similarly, under no circumstances does participation in an edition of the fair create rights of any kind pertaining to a subsequent edition of the fair for the Applicant Exhibitor or the Exhibitor.

5.1.1 Similarly, a contractual relationship established between FISA and a Non--Exhibitor Client at the time of or pertaining to the Fair and/or various editions of the same fair does not give that Non-Exhibitor Client any right whatsoever to the renewal and/or the extension of the commercial relationship, in all or in part, to other editions and/or other fairs of the FISA Group.

6. PRICING TERMS AND PAYMENT OF INVOICES ISSUED BY FISA

6.1 FISA reserves the right to modify the Pricing Terms at any time and in any case where such a measure is deemed necessary or helpful to improve the organization of the Fair. Any modifications or amendments in the Pricing Terms will be communicated to Clients, Exhibitors or no, by any means whatsoever.

6.2 It should be noted that the services and products proposed and/or invoiced by FISA Group may vary from one fair to another. FISA does not guarantee in any way that a product/service available or provided for one fair is available for another.

6.3 If the Admission Form is filed before the 120th day prior to the Opening Date of the Fair, FISA issues one or several invoices at the time of Acceptance of the Admission Form for the following amounts:

- the entire amount of the Booking Fee;

- a Down Payment to be paid for making the Stand Area available (if applicable including construction of the stand);
- if applicable, a Down Payment on the amount of the contribution for removal and processing of waste;
- any other expense or amount given in the Pricing Terms.

In this case, FISA invoices the balance of the amounts for which Down Payment invoices were made between the 120th day and the 90th day preceding the Opening Date of the Fair.

An Applicant Exhibitor that becomes an Exhibitor as from the issue of the invoice or invoices established at the time of Acceptance, is required to pay the invoice or invoices listed in this article within thirty (30) calendar days as from the date of issue of such invoice or invoices.

6.4 If the Admission Form is submitted after the 120th day prior to the Opening Date of the Fair, FISA issues one or several invoices at the time of Acceptance of the Admission Form for the following amounts:

- the entire amount of the Booking Fee;
- the entire amount to be paid for making the requested site available (bare area or including construction of the stand);
- if applicable, the total amount of the contribution for removal and processing of waste;
- any other expense or amount given in the Pricing Terms.

An Applicant Exhibitor that becomes an Exhibitor as from the issue of the invoice or invoices established at the time of Acceptance, is required to pay the invoice or invoices thus issued immediately.

6.5 FISA reserves the right to offer one-time reductions, using procedures that it sets freely, for the pricing terms generally applied, particularly to Applicant Exhibitors that file an Admission Form before certain dates and/or to Clients, Exhibitors or no, that pay their invoices before certain dates.

If the Exhibitor does not comply with the procedures set to benefit from such reductions (for example if it does not pay the invoices received within the set schedules), it automatically loses the benefit of the reductions and owes the amounts resulting from the application of the full Pricing Terms, without any reduction.

In this case, FISA will issue one or several complementary invoices pertaining to the amounts of the reductions for which the Client, Exhibitor or no, has lost the advantage; such invoices shall be paid immediately.

6.6 The fact that a Client has benefited from a reduced price under a special action undertaken by FISA, for any reason and under any circumstances whatsoever, for a one-time or a regular action, does not entitle the Client to claim the same price or the same advantage subsequently.

6.7 Payments by cheque or in cash are not accepted. FISA reserves the right to refuse the use of certain credit cards.

All expenses related to the means of payment used by the Client are borne fully by the Client.

6.8 Any claim concerning an invoice shall be made within eight days of the date of issue of the invoice. Such a claim in no way affects the obligation of a Client to pay the other invoices at the time of the claim or after it, and in no way gives the Client the right to suspend a payment of any kind due to FISA or to suspend another obligation of any kind with regard to FISA.

6.9 Acceptance is subject to the express resolutory condition of correct payment, as per the applicable provisions of the General Terms, of all invoices issued at the time or on the occasion of Acceptance. FISA is free to refer to this resolutory clause or no.

7 NON-EXHIBITOR CLIENT

Any invoice issued by FISA to a Non-Exhibitor Client is payable within 30 calendar days as from the date of issue, unless otherwise agreed in writing.

8 CANCELLATION AND/OR REQUEST FOR A REDUCTION IN AREA

8.1 Exhibitors are aware that their full participation in the Fair is a key element of the success of the Fair. After Acceptance, the participation of an Exhibitor is an integral part of the organization and planning of the Fair. Any change decided by the Exhibitor implies substantial and irreversible consequences, depending on the proximity of the Opening Date of the Fair, particularly given the imbrication of stands.

8.2 After Acceptance, the Exhibitor will have the right to cancel its participation in the Fair, for any reason, according to the following conditions:

a) If this right is exercised more than 180 calendar days before the Opening Date of the Fair, the said Exhibitor shall pay the total amount of Booking Fee and 25% of other amounts that would normally be due in case the Exhibitor would have participated in the Fair in accordance with Pricing Terms (hereinafter, the "**Other Sums Normally Due**");

b) If this right is exercised more than 120 calendar days but less than 180 calendar days before the Opening Date of the Fair, the said Exhibitor shall pay the total amount of the Booking Fee and 40% of Other Sums Normally Due with a minimal amount of € 800 (eight hundred euros);

c) If this right is exercised less than 120 calendar days but more than 7 calendar days before the Opening Date of the Fair, the said Exhibitor shall pay the total amount of the Booking Fee and the Other Sums Normally Due, with a minimum of € 2000 (two thousand euros);

d) If this right is exercised 7 calendar days or less before the Opening Date of the Fair, the said Exhibitor shall pay the total amount of the Booking Fee and the Other Sums Normally Due increased by 20%.

8.3 After Acceptance, the Exhibitor will be entitled to request a reduction of less than 50% of the Stand Area which has been allocated to him, for any reason whatsoever, according to the following conditions:

a) If this right is exercised more than 180 calendar days before the Opening Date of the Fair, the said Exhibitor shall pay an amount of € 150 (one hundred fifty euros) to cover the administrative costs incurred by FISA, without prejudice to the amounts payable by the said Exhibitor related that part of the Stand Area that is maintained and to the amounts payable which have no direct link with the renting of the Stand Area;

b) If this right is exercised more than 120 calendar days but less than 180 calendar days before the Opening Date of the Fair, the said Exhibitor shall pay 10% of all amounts that would otherwise be payable by the said Exhibitor for the reduced part of the Stand Area, with a minimum of € 500 (five hundred euros);

c) If this right is exercised less than 120 calendar days but more than 7 calendar days before the Opening Date of the Fair, the said Exhibitor shall pay 25% of all amounts that would otherwise be payable by the said Exhibitor for the reduced part of the Stand Area, with a minimum of € 1000 (one thousand euros);

d) If this right is exercised 7 calendar days or less before the Opening Date of the Fair, the said Exhibitor shall pay all amounts that would otherwise be payable by the Exhibitor for the reduced part of the Stand Area, with a minimum of € 2000 (two thousand euros).

8.4 A request to reduce the Stand Area with 50% or more will be considered by FISA as an exercise of the unilateral right of cancellation outlined in article 8.2 in favor of the Exhibitors.

8.5 The unilateral right of cancellation outlined in article 8.2 shall be exercised by written notice sent by registered mail to FISA, the date of the postmark being authentic, on pain of nullity. However, it will be irrefutably assumed that the Exhibitor exercises his right of cancellation pursuant to article 8.2, if FISA can reasonably deduct from circumstances (e.g. based upon telephone conversations or based upon absence of stand preparation) that the said Exhibitor will definitely not participate in the Fair.

8.6 The right to request a reduction in Stand Area in accordance with article 8.3 or 8.4 shall be exercised by written notice sent by registered mail to FISA, the date of the postmark being authentic, on pain of nullity. However, it will be irrefutably assumed that the Exhibitor has exercised its right to reduce the Stand Area allocated to him pursuant to articles 8.3 or 8.4, if FISA can reasonably deduct from circumstances (e.g. based upon telephone conversations or based upon lack of preparation of a part of the stand) that the said Exhibitor will not use the entire surface of the Stand Area that was allocated to him.

8.7 For all amounts referred to in articles 8.2, 8.3 and 8.4, FISA issues either a credit note or an additional invoice (depending on previous invoicing), the latter being payable by the Exhibitor immediately after issuance.

9 ASSIGNMENT OF A STAND AREA – TAKING POSSESSION OF THE SITE

9.1 FISA freely determines the means of attributing Stand Areas to exhibitors.

9.2 More than one Stand Area shall not be assigned to the same Exhibitor for the same product or service, except under extraordinary circumstances of which FISA is the sole judge.

9.3 Participation in previous editions of a fair or in other fairs organized by the FISA Group does not create any right for the Exhibitor to a specific Stand Area.

9.4 FISA reserves the right to modify the size and lay-out of the Stand Areas assigned every time it feels this is useful for the general organization of the Fair, and, generally speaking, the plan of the Fair, including the choice of sites (for example for the halls) in the Building where the Fair is located. Under no circumstances will the use by FISA of the possibility it has under this article give rise to any compensation to an Exhibitor and/or, generally to a Client.

9.5 An Exhibitor that challenges the Stand Area assigned to it by FISA must give notice of any objections with due grounds in a letter addressed to FISA within eight calendar days of the day on which the Stand Area was communicated to the Exhibitor, on pain of being void. After analyzing the grounds given by the Exhibitor, FISA takes a final decision, which may be reasoned if applicable, and in any case is not open to further challenge by the Exhibitor.

In the absence of a challenge within the period allocated, the Exhibitor is irrevocably deemed to have accepted the Stand Area assigned to it and to have waived any challenge of that site, however the Fair may operate and whatever the circumstances affecting it.

9.6 If, during the process of examining Admission Forms and/or assigning Stand Areas, an option is given to an Applicant Exhibitor or to an Exhibitor for a specific Stand Area, that option is valid for 48 hours at most unless FISA explicitly indicates otherwise in writing. After that time, the Stand Area is automatically deemed to be available without prior notification by FISA, and can be freely assigned to another Exhibitor.

9.7 Taking possession by the Exhibitor of the Stand Area assigned to it by FISA is conditional on full payment of the Amount Due, including any interest, increases and late payment penalties.

Similarly, FISA's taking account of orders for goods or technical services placed by an Exhibitor is conditional on full payment of the Amount Due by that Exhibitor.

10 LATE PAYMENTS

10.1 Notwithstanding any other provision of the General Terms, late payment of any amounts to be paid by a Client in application of the General Terms shall automatically give rise, without need for formal notification, as from the due date of the invoice or, at FISA's choice, as from the Opening Date of the Fair:

- to payment of late payment interest at 1% per month up to full payment, without prejudice to any potential damages;
- to an increase of 15% as flat-rate compensation with a minimum of €150 (one hundred and fifty euros), plus any other compensation which may be due for any prejudice to be established by FISA;
- to immediate payability of any amounts due or to be due to FISA (even at a distant future date), without prejudice to FISA's right to terminate participation in the Fair of a defaulting Exhibitor, due to the fault of that Exhibitor.

10.2 FISA is entitled to automatically suspend the execution of all obligations that it may have with regard to a Client that fails to make payment of any invoice issued to it by FISA or by any company of the FISA Group. This prerogative can be implemented by simple observation of the absence of payment, without requiring any formal prior notification.

Specifically, if on the first day of installation of the Fair, an Exhibitor has not made payment of the Amount Due, FISA is entitled to cancel participation in the Fair of the faulty Exhibitor and to freely reassign the Stand Area that had initially been assigned to that Exhibitor, without prejudice to the other provisions of the General Terms.

The Exhibitor is deemed in this case to have unilaterally renounced its Stand Area and it automatically owes the amount stipulated in Article 8 as damages.

In addition, the Exhibitor automatically becomes a debtor with regard to FISA for any collection costs of the unpaid claim, without this requiring prior formal notification, and without prejudice to FISA's right to reimbursement of legal costs as per the provisions of the Judicial Code.

10.3 Without prejudice to the possible application of other provisions of the General Terms, as from the first day of installation of the Fair, any late payment of the Amount Due by an Exhibitor to the secretariat of the Fair automatically results in an increase of the Amount Due by 7.5% (seven and a half percent) without this increased amount being less than €500 (five hundred euros). The increase is calculated and is payable immediately, with the Amount Due, of which it becomes a part.

This increase is justified by higher administrative costs incurred by FISA to set up a secure arrangement for collection of invoices during the Fair.

11 MODIFICATION OR CANCELLATION OF THE FAIR – CASE OF FORCE MAJEURE

11.1 In case of unforeseen circumstances (such as fire, natural disaster, disturbance or shortages in the supply of energy, storms, general strike, strike of the personnel assigned

to the Building by its landlords and/or operators, bomb alert or alert of other acts of terrorism or vandalism, unforeseen political or economic events, etc.), FISA reserves the right to change the dates of the Fair, the opening hours of the Fair and/or not to authorize access to the Fair, fully or partially, without entitling the Client to invoke any right with regard to FISA or to claim any indemnity or compensation, whatever the good and/or service supplied by FISA. In general, the Client waives any recourse of any kind against FISA, its personnel and/or its subcontractors concerning or related to the way the circumstances referred to in this article were anticipated, prepared and/or managed.

11.2 Notwithstanding the provisions of Article 11.1 hereabove, in the event of pure and simple cancellation of the Fair, the Exhibitor will be entitled to reimbursement of amounts already paid for the rental of its Stand, after deducting the expenses incurred by FISA for the organization of the Fair (distributed among the Exhibitors in proportion to the amounts paid by them); the Exhibitor shall not be entitled to claim reimbursement of any other amount nor claim any indemnity or compensation of any kind.

12 EXHIBITORS AND VISITORS

12.1 No document and/or declaration issued by FISA can be interpreted as a representation or guarantee concerning the Clients of the Fair, and particularly the exhibitors, their financial capacity, the quality of the products and services presented at the Fair, or the quality of the services or products that they supply to their clients. Generally speaking, a Client, whether it is an Exhibitor or no, waives any recourse against FISA pertaining to the identity, the number or the location of the exhibitors present at the Fair and/or the goods and services presented by them at the Fair.

12.2 Similarly, no document and/or declaration issued by FISA can be interpreted as a representation or guarantee concerning visitors to the Fair, the nature or the number of those visitors. Generally speaking, a Client, whether it is an Exhibitor or no, waives any recourse against FISA pertaining to the identity or the number of visitors present at the Fair.

13 MISCELLANEOUS PROVISIONS

13.1. On pain of inadmissibility and without prejudice to any stricter provisions in the General Terms, any complaint by a Client against FISA must imperatively, on pain of being void, be addressed to FISA by registered letter at the latest within two days following the observation of the occurrence giving rise to the complaint and, in all cases, at the latest two weeks after the closure of the Fair.

13.2. The Contract between the Applicant Exhibitor, which then became an Exhibitor, is concluded at the signature of the Admission Form. It remains in force up to the day the Fair closes, without prejudice to the continuation of rights and obligations that remain effective on that date, in application of the General Terms and without prejudice to cases of early termination stipulated in those terms.

13.3. Throughout the entire duration of the Fair, the Exhibitor elects domicile at the address of its Stand Area.

13.4. In the event of a contradiction between the various language versions of the General Terms, the French version shall prevail.

13.5. Failure or delay of FISA in invoking a right and/or remedy resulting from the General Terms can under no circumstances be deemed as a waiver of that right or remedy, or of any other right or remedy that it could invoke under the General Terms.

13.6. The fact that a Client benefits from a derogation or tolerance during or related to the Fair or had benefited from such derogation or tolerance in the previous edition of the fair in question, whether repeatedly or continuously, for the application of one or several provisions of the General Terms, whatever the nature of that derogation and/or tolerance and whatever the circumstances and/or reasons for it, does not create any vested right for the Client in question or for any other Client. The derogation and/or tolerance is not binding on FISA unless it was set down in a prior written agreement with FISA, which shall be interpreted in an extremely restrictive way in all cases.

13.7. Any infringement of one of the provisions of the Regulations, whatever the nature or circumstances, shall automatically without requiring prior formal notification, give rise to payment by the Client of compensation set at a flat rate amount of € 2000 (two thousand euros) per infringement, without prejudice to the FISA's right to claim additional compensation in relation to the damage incurred.

13.8. The names of the various articles and paragraphs of the General Terms were inserted exclusively for reasons of clarity of the text and cannot be deemed to define, limit or restrict in any way the scope or purpose of the article or specific paragraph to which they refer.

13.9. The General Terms are governed by Belgian law and any dispute on this respect or any dispute between FISA and a Client shall be brought before the competent court in the judicial district of Brussels (Belgium) exclusively, without prejudice to FISA's right to bring the dispute before another competent court in keeping with the rules of national or international law.

14 GENERAL TERMS AND CONDITIONS OF SALE SPECIFIC TO BATIBOUW.COM

14.1 Purpose

These general terms and conditions apply to all orders and agreements by which a client acquires an advertising space or a content placement on the BATIBOUW.COM platform, operated by FISA Operations SA (“FISA”). By signing an order form or placing an order, the client accepts these terms without reservation.

14.2 Products and services

Visuals or descriptions are not contractual and cannot incur FISA’s liability.

14.3 Content delivery

The client is responsible for providing, in due time and in full, the material (texts, images, videos, logos, links, etc.) necessary for execution of the order. FISA is not responsible for delays or publication errors resulting from late or incorrect delivery of content by the client.

14.4 Order

The order is firm and final as soon as the order form signed by the client is validated. FISA reserves the right to refuse any order in the event of a prior dispute with the Client or non-payment. Delivery times are given for information purposes only. A delay cannot justify a claim for compensation or a cancellation of the order.

14.5 Use of supplied material

The client grants FISA a free, non-exclusive and worldwide licence to use, copy, publish, modify and distribute the material provided (including but not limited to images, videos, texts and logos) as part of the promotion and operation of the BATIBOUW.COM content platform and products/services (such as newsletters, social networks or other online channels). The client declares that it holds all the rights and authorisations necessary for the use of the material provided and indemnifies FISA against any potential third-party claims in this respect.

14.6 Publication period

Unless otherwise agreed, the content is published for the duration specified in the order form. FISA reserves the right to take the content offline or to archive it upon expiry of this period.

14.7 Prices

The Seller reserves the right to modify its prices at any time, but the products/services will be invoiced on the basis of the rate in force at the time of the order.

14.8 Payment

The client undertakes to pay the amounts indicated on the order form within 30 days. In the event of late payment, FISA reserves the right to suspend publication until payment is received, without any compensation being due.

14.9 Liability

FISA cannot be held responsible for content errors in the material provided, nor for damages resulting from the use of the content published by third parties.

14.10 Termination

In the event of non-compliance by the Client with its obligations, FISA reserves the right to terminate the contract by operation of law and without compensation, after formal notice remains without effect. In the event of cancellation by the client after signing the order form, the total amount remains due, unless otherwise agreed in writing with FISA.

14.11 Applicable law and jurisdiction

This contract is governed by Belgian law. In the event of a dispute, only the courts of the judicial district of Brussels shall have jurisdiction.