

TERMS AND CONDITIONS

Article I - Vessels and crafts

- All pleasure crafts must be certified by the office of the Admiralty (Affaires Maritimes) and display a nameplate. Access to the International Multihull Show (IMS) may be denied to the crafts without a nameplate.
- The boats or pleasure crafts without an engine, those with a gross tonnage equal or above two tons, or with an engine exceeding 10hp, must be certified and must carry a nameplate. Access to the IMS may be denied to the crafts without a nameplate.

Vessels in the process of certification

1) Crafts longer than 5m, other than light sailing boats and inflatables: Please attach to the registration folder, a copy of the receipt given when filing the request for certification with the Commission Nationale de Sécurité de la Navigation de Plaisance (i.e. National commission for the safety of pleasure crafts)

2) Crafts longer than 5m, sailing boats and inflatables: Please attach to the registration folder, a copy of the approval certificate issued by the Centre de sécurité des navires (Vessel safety centre) to which you are attached. Whichever the case, exhibitors of pleasure crafts are requested to fill in the technical form "boats afloat, on land and various crafts" in detail. The organisers will not endorse the registration unless this form is correctly filled in.

Article II - General information

The conditions of the organisation of the IMS, under the name International Multihull Show, in particular, the opening date, the duration of the show, the venue, opening and closing hours, the entry fees, are decided by M2Organisation and can be modified by them without any right of compensation by the stakeholders. If the IMS did not take place for any unforeseen circumstances or force majeure, the sums paid by the members would be reimbursed less their proportional share of the show set up expenses.

Article III - Organisation

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Limited Liability Company with a capital of €2,000

RCS 5133357500019 NANTES

Article IV - Definition and selection of the exhibitors

The IMS is open:

- To national and international businesses and associations
- To official, national and international bodies.
- All exhibitors must attach to their registration folder a documentation detailing their products or services, as well as a note indicating their activities and references in the pleasure crafts and nautical tourism sectors.

Article V - Registration

- The registration form must be sent before the registration deadline to: M2Organisation / Les Salons du Multicoque 45, Quai Emile Cormerais - 44800 SAINT HERBLAIN - France
- Any registration received after the registration closing date will be offered a proposal subject to availability.

Article VI - Exhibitor's fee

- Please refer to the registration form.

Article VII - Payment

- The payment of the exhibitors' fee is made as follows:
 - Down payment: made payable to the IMS at the time of registration.
 - Balance: 15th of March of the preceding calendar year (Y-1) at the latest.
- In case of failure to pay the fee at the due date, the organiser may consider, without any other enquiry, the registration as cancelled and dispose freely of the stands booked, without prejudice to other rights.

Article VIII - Commitments of the exhibitors

- The signatory of the registration form is definitely and irrevocably committed to taking part in the IMS. The signature of a registration form is an act of engagement to occupy the stand or the site attributed and to leave the installation in place until the end of the last day of the show.
- Cancellation terms: Any organisation wishing to cancel their participation in the show must do so by sending a registered letter with A.R. If the notice of cancellation is received before the 31st January of the boat show's year, the down payment of 50% of the fee will be retained. If the cancellation notice is received on or after the 1st February, the totality of the fee will remain due.
- In the absence of payment of the fee, the organisers reserve the right to use the site as they see fit.
- The exhibitors are strictly forbidden to start packing goods and/or dismantling the stand before the closure of the show.
- During opening hours, the stand must be permanently tended by the exhibitor and their staff. The exhibitors are answerable to the organiser for the appropriate upkeep of their stand.

Article IX - Admission control and refusal

- The registration form constitutes a provisional inscription receipt. The registration forms are received and recorded by the organiser, subject to investigation. The organiser can decide at any time to accept or refuse the registration of the member, without recourse, and without having to give reasons for their decision.
- The member whose registration has been refused cannot claim that their registration request has been solicited by the organiser. Neither will he be entitled to invoke the correspondence exchanged between them and the organiser, nor the cashing in of the registration fee or the publication of their name on any list, as constituting a proof of their admission. In the case where the registration request has been rejected, there cannot be any claim for the payment of a compensation or interest other than the reimbursement of the sums paid to the organiser.

Article X - Attribution of sites

- The organiser designs a plan of the show venue and allocates the sites.
- Unless otherwise indicated, the registration does not entitle the exhibitor to any right over a specific site on the showground.
- When drawing the plan and allocating the sites, the organiser endeavours to take the exhibitors' preferences into account, the nature and the appeal of the products or services they offer, the layout of their showroom.
- The organiser reserves the right to modify the layout of the exhibition any time they think it is in the interest of the event.
- The plans published and the allocation of the sites include, whenever the layout allows, measurements to be as precise as possible.
- The organiser cannot be held responsible for any slight differences which may occur between the measurements indicated on the plan and the actual sizes on the ground, nor for any modifications having been made to the surroundings of the stands (changes to the adjacent stands, reworking of the alleyways) while the registration forms were being recorded.

Article XI - Stands installation and dismantling

- The exhibitors will be allowed to take over their site 24 hours before the opening of the boat show from 08.00. The installation of the stands must be completed the day before the opening by 20.00. The dismantling of the stands can only take place after the close of the show between 19.00 and 22.00 and the following day until 12.00. Goods and materials, which have not been removed by that time, will be stored by the organiser: storage costs will be later charged to the exhibitor.

Article XII - Safety

- The exhibitor must adhere to the safety measures laid down by the administration or the judiciary as well as to the safety instructions given by the organiser.

Article XIII - Insurances

- M2Organisation has subscribed to a collective insurance policy which covers the risks to exhibitors' belongings, as described below, against loss or damages due to fire, lightning, explosions, water damage, accidental damage or destruction, or following an attack, terrorist attack and natural disaster. It is therefore the responsibility of the exhibitor to insure their property against the risk of theft.
- The belongings described below are insured on the site they must occupy on the exhibitor's stand, during a period starting the day before the opening of the boat show and ending on the day after the closing day of the show.
- The belongings covered by the insurance are:
 - The goods, products, equipment exhibited and owned by the exhibitor.
 - The stand furnishing and decoration materials, as well as the IT and audiovisual hardware owned by the exhibitor, on the condition that they feature explicitly on the statement and that a specific value is given.
- M2Organisation will subscribe, in the name of the exhibitor, to an insurance covering a maximum amount of €3000 by policy, for the belongings described above. If, for these belongings, the exhibitor wished to take an insurance against the risks listed at the beginning of this article, for a value exceeding €3000, they must explicitly request it from the organiser. Without this extended insurance, the coinsurance clause will apply to all claims. An excess amount of €150 will be deducted from any claim.

Cases not covered by the insurance:

- Theft, against which the exhibitor must take an insurance;
- Sickness and death of animals as well as accidents of which they might be a victim;
- Incidental damages from civil or foreign war, floods, storms, tornadoes or cyclones, all consequences of an atomic explosion, etc.
- Damages due to manufacturing defects of the goods insured, spillage of liquids, damages due to lack of packaging, scratches and marks, damages incurred outside due to rain, hail or any other weather condition, as well as humidity; however, rusting of metal objects stored in the stands remains covered when it is the direct result of water damages;
- Losses due to fines, seizure or sequestration of goods;
- Losses resulting from running out of stock in stands where goods are handed out or where samples of foodstuff or drinks are available;
- Damage to or destruction of equipment during assembly or dismantling on the stands;
- The risk of breakage concerning objects made of fragile materials such as marble, china, terracotta, plaster, wax, earthenware, ceramic, alabaster, sandstone, glassware, mirrors, wax models, scientific or similar instruments, as well as objects made wholly or in part of cast iron;
- Damages incurred by any object or instrument during their use, any damages resulting from mechanical or electrical malfunction of the goods insured, as well as the breaking of lightbulb filaments and any damage to electric or electronic tubes;
- Personal effects and property, banknotes, cash, jewellery, cameras, radios, pocket electronic calculators and any object belonging to an individual or a society taking part directly or indirectly in the boatshow;
- Damages to fabrics, clothes, furs, carpets, tapestries, floors, walls or partitions, whether they are stained or soiled, burnt by cigarettes or pipes, apart from water or fire damage.
- By registering for the IMS, the exhibitors explicitly waive all rights to recourse against the organiser and their insurers in case of fire or explosion due to a defect of construction or maintenance of the stands they occupy (art. 1721 of the Civil Code). However, with regard to the buildings, the port's manager waives all rights to recourse against the exhibitors responsible for a fire or an explosion. They have subscribed to a contract, which includes an exclusion clause as to the rights that the companies subrogated to the rights of owners could invoke against the exhibitors, under the terms of articles 1302, 1732 and following of the Civil Code. Therefore, the exhibitors do not have to insure their tenanted legal liability.
- In case of an incident, a claim must be filed immediately:
 - With the Police station of the welcome town
 - With the exhibition organizer of the IMSNo claim can be accepted after a period of 5 full days following the closure of the show.

Article XIV - Brochures and loudspeakers

The distribution of documents can only take place inside the stands. These documents must be related to goods or services exhibited in the stand. Vocal publicity, the use of loudspeakers, as well as touting and noisy animations are strictly prohibited.

Article XV - Assignment or subletting ban

- The stand or the site designated must be occupied by the registered exhibitor for that area. The assignment of a stand or a site, whole or in part, under any agreement whatsoever is formally prohibited. If such a situation arises, the stand or the site will be immediately closed.
- The exhibitor is not allowed to do any publicity, in whatever form it may take, for third parties who are not exhibitors.

Article XVI - Modification of stand, damages, deprivation of the right of usage

- When the exhibitors leave the show, they must leave the area designated to them in the same condition as it was when they set up. The exhibitors are liable for any damages caused by the installation of their equipment to the material, the building and also to the floor of the area they occupy and will be charged for the cost of the eventual repair work.
- If, following an unexpected incident or unforeseeable circumstances, the organiser was unable to provide the area designated to the exhibitor, the latter will be entitled to no other compensation than the reimbursement of the registration fee, proportionally to the number of days the exhibitor will have been deprived of the use of their area. However, no reimbursement of the fee will be due if the organiser offers the exhibitor another area.

Article XVII - Signs and posters

- The erection of commercial signs or panels outside the stands is not allowed except with the organiser's authorization.

Article XVIII - Jurisdiction

- Any dispute arising between the member and the organiser will be settled by the courts in Nantes, the only competent jurisdictions by express agreement between the parties.
- The exhibitors will not refer a case to the courts prior to having engaged in a conciliatory procedure.

Article XIX - Other provisions

- The organiser can cancel or postpone the event if the number of registered exhibitors is manifestly insufficient.
- The down payment or fee paid by the registered exhibitors will then be reimbursed.
- The organiser can also cancel or postpone the event in case of force majeure. At any time, a case of force majeure can be the cancellation or postponement of the event, any new economic, political or social conditions on a local, national or international scale, not reasonably foreseeable, outside the will of the organiser, making it impossible to implement the event or with risks of troubles or disorder likely to seriously affect the organisation and the running of the event or the safety of people or goods.

Article XX - Cancellation of the show

- In case of cancellation due to the Covid-19 pandemic, the organization will reimburse the full deposit, until March 10. After March 10, the organizer will keep the registration fees for registrations with a deposit of less than € 5,000 excluding tax, an indemnity in proportion to the expenses incurred capped at € 1,000, for registrations of a deposit of more than 5000 € excluding tax. To note: the promotions tools ordered won't be reimbursed.

INTERNATIONAL MULTIHULL SHOW
LA GRANDE MOTTE - FRANCE