

General Sales Conditions

11th edition - Millesium d'Epernay ■ 19 - 22 october 2011

I- GENERAL PROVISIONS

Art. 1 – The Chamber of Commerce and Industry of Reims and Epernay organises VITeff at the Parc des Expositions du Millesium in Epernay, avenue du Général Marguerite 51200 Epernay, from Wednesday 19 to Saturday 22 October 2011. This trade fair is open to participants of all nationalities having satisfied the following registration conditions and been selected by the organiser. All correspondence relating to the conditions for participation, admission and, more generally, any issues relating to the organisation of the trade fair must be sent to the CCI of Reims and Epernay, 5 rue des Marmouzets, 51100 REIMS. The above dates may be modified should an unforeseeable event occur.

Art. 2 – Exhibitors acknowledge that they accept these regulations without limitation or reserves, together with any new provisions required pursuant to circumstances and adopted for the event by the organisers. The latter reserve the right to notify new provisions verbally. The organiser is sovereign with regard all decisions. The organiser reserves the right to launch any legal proceedings.

Art. 3 – Should, for any reason occurring independently to the will of the organiser, e.g. safety problems, administrative provisions, etc., the event not take place, requests for participation will be purely and simply cancelled and the organiser will notify exhibitors immediately in writing. Exhibitors and participants will be fully reimbursed for the amounts paid, pro-rata of the amounts paid by each party, minus the registration fee and the distribution of the costs incurred by the organiser. The registration of exhibitors and participants implies a waiver to any recourse against the organiser for any damage, irrespective of the nature or cause of this damage.

Art. 4- Sanctions – Any breach of the rules announced in these regulations, and any safety or disciplinary provisions which may be announced by the organiser at a later date, may lead to the immediate exclusion of the exhibitor in question for the current year and the following year, by summary order. The stands of the excluded exhibitor will be closed and the party concerned will not be entitled to submit any claim with regard equipment or finances. Notification will not be required. This particularly applies for any non-compliance in terms of stand arrangements, safety rules, the non-occupation of a stand, or presentation which does not comply with that announced in the participation application. An indemnity will then be due by exhibitor. This indemnity will be at least equal to the amount of the outstanding participation owed to the organiser, without prejudice to any additional damages which may be claimed and any legal proceedings. In this respect, the organiser will be entitled to retain the articles exhibited and furniture or decorative items belonging to the exhibitor.

II- CONDITIONS OF PARTICIPATION

Art. 5 - Conditions of admission – The surface area of a stand reserved in the “Sparkling” or “Champagne” halls may not exceed 90M². To obtain an authorisation to exhibit, applicants must describe their planned stand/participation in line with the topic for the trade fair and relating to sparkling wine and champagne techniques. Participants may only present concepts and services relating to the trade fair focus on stands. The organiser will receive and approve or reject applications and will not be required to justify its decision. Requests for admission may be rejected if the exhibitor presents products and/or services whose nature, use or presentation is liable to damage the prestigious reputation of the trade fair or modify the nature of the event, or if the products or services presented, or the advertisements proposed do not comply with regulations in particular, among other grounds. **Exhibitors may be placed on a waiting list on the basis of these criteria. Participation must be confirmed before 30 March 2011.** The transmission of a registration form by the organiser does not imply acceptance of participation. The rejection of an application will not lead to the payment of any indemnity. The amounts paid will be purely and simply reimbursed.

Art. 6- Presentation of the Registration form – The participation application must be based on the registration form provided by the organiser. This form must mention all of the information requested. It must be returned as rapidly as possible to obtain your preferred options and pay in 3 instalments i.e. before 30 January 2011. The final deadline for the submission of the registration form is 29 May 2011. This form must be signed by a person with the authority to sign on behalf of the company. The reservation will be confirmed via an irrevocable offer for a stand surface area equal to or less than (up to 50%) the surface area requested. The registration will only be validated, in accordance with article 10 of these regulations, if the registration form is accompanied by a reservation cheque for the entire cost of the reservation of the stand.

Art. 7- Transfer - Sub-rental – Unless expressly approved in writing by the organiser beforehand, exhibitors may not transfer, sub-rent or share all or part of the assigned surface area for the event either free of charge or for remuneration. However, several exhibitors or co-exhibitors or represented companies may be authorised to present together, subject to validation by the organiser.

Art. 8- Withdrawal – Should a participant withdraw for any reason, 50% of the amounts paid and/or partially outstanding for the rental of the VITeff stand will be retained by the organiser, including if the stand is re-sold to another participant, if the withdrawal is declared before 29 May 2011. 100% will be retained after this date. Exhibitors which do not occupy their stand by noon on the day prior to the opening will be considered as having cancelled their participation and the organiser may use the surface area without need for reimbursement or an indemnity. Exhibitors which have not fully paid all amounts due on the date dictated by the organiser may not claim any reimbursement or indemnity should the latter use their location. The organiser reserves the right to use the assigned surface area in these circumstances. These exhibitors will be definitively excluded from the event and all amounts paid will be retained by the organiser as damages.

III- FINANCIAL PARTICIPATION

Art. 9- Price – The price of surface area is determined by the organiser and is notified to exhibitors via the registration form. Should fiscal or social provisions be modified, and, more generally speaking, in case of economic modifications, or if the operating conditions for the fair are increased in an abnormal manner, the organiser reserves the right to modify the rates indicated and notify the new rate to exhibitors. Exhibitors may renounce to their participation within eight days of this notification and recover amounts previously paid. This cancellation will not imply any indemnity from either of the co-contractors.

Art. 10- Payment deadlines – Should participants wish to pay in 3 instalments, the registration form must be returned before 30 January 2011. Registrations must be accompanied by a reservation cheque to enable validation. The 3 instalments are due as follows: 20% of the amount inc. VAT at registration, with a second payment of 40% of the amount inc. VAT on 31 March 2011 at the latest, and the outstanding 30% of the amount inc. VAT must be paid before 31 May 2011 subject to adjustment after the event. Should the reservation application not be approved, the reservation cheque will be returned to the applicant.

After 30 January 2011, registrations must be accompanied by 50% of the amount inc. VAT for stand rental and the outstanding 40% must be paid before 31 May 2011 subject to adjustment after the event.

Art. 11- Payment – Participation costs may be paid either in cash, by bank cheque or by bank transfer. All amounts due must be paid for all applications accepted by the Committee.

Only participants having paid 100% of the initial invoice issued by the Organisation committee before 15 July 2011 will be accepted at the trade fair. Should a participant not meet the terms and conditions of payment, the organiser may apply the provisions of article 8 on Withdrawal. Following the acceptance and signing of the application, the reservation is irrevocable, and no request for withdrawal or the reimbursement of the amounts paid may be considered.

Additional services will be subject to an additional invoice issued at the closing of the trade fair and paid before 31 November 2011. Should any amount remain unpaid one month after this date, the exhibitor or participant will be automatically excluded from VITeff without possibility to appeal or take any type of recourse.

IV- TANGIBLE CONDITIONS

Art. 12- Location of stands – The organiser will draft the layout for the trade fair and assign the different locations in view of, as far as possible, the preferences of the exhibitors, the nature of the products/services presented, the status of the exhibitor, the layout of the stand presentation announced, and, if necessary, the registration date of the participation application. The location of the stand assigned to an exhibitor is indicated on a plan. Exhibitors must ensure that the plan reflects the actual layout before setting up their stands. The indications on the plan are for information only and the organiser may not be held liable for discrepancies between the plan and the actual layout. Any claim relating to the location defined on the plan must be submitted within eight days. Beyond this period, the exhibitor is considered to have accepted the location. In view of the total surface area available, and to allow a fair distribution of the surface area to the activities represented, if necessary, the organiser reserves the right to limit the surface area rented by an exhibitor or company. The organiser may also modify the layout of the surface areas requested. These modifications will not entitle exhibitors to unilaterally rescind their participation commitment. The organiser cannot provide any guarantee with regard the location of the stand. This particularly concerns locations accorded in previous years. Exhibitors will comply with all of the recommendations, precisions and instructions mentioned in these regulations. Should circumstances oblige the organiser to modify the layout for the exhibition, the organiser may not be held liable for this modification.

Art. 13- Reserves and exceptions – Applications are submitted and accepted for the actual event and a given location and may not be subject to reserves issued by the exhibitor. Specific commitments or special conditions will not be considered as valid unless confirmed by the organisers in writing. The organisers reserve the right to modify the initial plan or the numbers of the locations rented should the circumstances so require in the general interest of the event, while accounting for the preferences expressed and the registration dates of applications.

Art. 14- Installation and decoration of stands – Stands will be installed on the basis of the general plan of the organiser. Exhibitors are responsible for arranging their stand tastefully to ensure compatibility with the rest of the exhibition. Exhibitors may not, under any pretext, exceed their assigned surface area either laterally or in terms of height, or modify the structure of the stand. To protect the Marquee, Champagne Hall and appendages, REVTEX repositionable, double sided, reinforced tape must be used when laying the carpet. A penalty of €20 exc. VAT per sqm rented will apply should this obligation not be complied with.

Exhibitors must not exceed the assigned surface area. Exhibitors must submit plans for any special installation, window display or construction to the organiser for acceptance. These modifications will be paid for by the exhibitor and the organiser may not be held liable for any construction defect or other unforeseen event. Exhibitors are required to maintain their stands open and equipped for the duration of the event, subject to the application of a penalty of €200 exc. VAT per day late opening or early closing. This penalty will be donated to charity. The organiser will determine conditions for displays and the use of any audio, illuminated or audiovisual resources, and the conditions for the organisation of any event, animation, survey or questionnaire on the trade fair site. The organiser reserves the right to remove or modify any installations which disturb the overall appearance of the trade fair or neighbouring exhibitors or the public, or which do not comply with the plan and the model previously submitted for approval. The organiser may revoke authorisation should an exhibitor disturb neighbouring exhibitors, circulation or the organisation of the trade fair.

Art. 15 - Set-up, dismantling

Set-up – Stands will be available for exhibitors 5 days prior to the opening of the event and set-up must be complete the evening prior to the opening. Exhibitors have a period of seventy two hours after the closing of the event in which to evacuate their locations. No equipment may be placed on the site prior to the start of the setting-up period and no packages may be received. Equipment may be freely brought to the site during the setting-up period subject to the sole liability of exhibitors. Devices which may only be set up or installed via the stands of other exhibitors will require the authorisation of the organiser and will be carried out on the date defined by the latter. Access to the site will be strictly prohibited to installers and delivery personnel from 18 October 2011, 22:00, and packing and other packages, waste, etc. in alleyways and stands must be evacuated before 22:00 at the latest. Stands must be set-up at the latest by 18 October 2011 at 22:00 to enable a final cleaning of alleyways and surrounding areas.

During the trade fair - No equipment may be removed from the site or added, including photographic equipment, without the written authorisation of the organiser. Personnel responsible for surveillance are authorised to check the arrival or removal of equipment. Exhibitors are responsible for the equipment they exhibit, rent or leave on their stand and the organiser may not be held liable for the loss of or damage to equipment during the trade fair or not removed by companies within the set deadlines.

Dismantling - The organiser may dismantle, remove or tidy stands at the cost and risks of the exhibitor should the latter not perform these operations within the fixed deadlines.

Art. 16 - Products exhibited - Participants must declare the nature of the products exhibited. These products must be exclusively from the wine-growing sector. It is strictly prohibited to present products other than those declared. The representatives of several companies must mention the company name, address and nature of the products exhibited for each company.

Art. 17- Electrical, telephone and Internet connections - Electrical installations must be fitted by the electrician assigned to the event. The electrical installations of each stand require compliance with the instructions of the safety services.

Exhibitors will meet the costs incurred in connecting telephone and water services for stands. Exhibitors must request these services within the set period, i.e. before 30 August 2011, depending on the technical facilities of the exhibition site. All requests for these services must be submitted directly.

Art. 18- Laws, orders and administrative formalities - Should the official rate used to define prices (labour, products, transport, etc.) be modified by a government decision, this modification will be applied to participation costs as per the same percentage and in the same way and exhibitors will be notified in writing. Exhibitors will comply with all applicable laws and orders relating to trade (display of rates, etc.), and submit all mandatory declarations to the different administrations, and the customs office in particular (indirect contributions, control, copyright, etc.).

Art. 19 - Cleaning, maintenance - The alleyways and stairs are cleaned on a daily basis by site personnel. Stands are cleaned by exhibitors which may assign this task to their personnel or to site personnel, however external personnel may not be used.

V- ORGANISATION OF STANDS DURING THE TRADE FAIR

Art. 20- Opening hours and presence of the exhibitor - Opening and closing times will be notified in due time and must be strictly complied with. The presence of the exhibitor and its representatives at the stand is mandatory during the opening hours of the trade fair. Exhibitors commit to maintaining their stand open and equipped for the entire duration of the event. A penalty of €200 exc. VAT will apply in case of non-compliance. Should the exhibitor repeat the incident, the stand will be closed and all equipment removed without an indemnity. No vehicle will be accepted on the site, either when moving or parked, during the opening hours of the event.

Art. 21- General presentation - The necessary precautions must be taken for each exhibitor to ensure that visitors are not disturbed by demonstration equipment.

Stand organisation must be compliant. Loose packing, objects which are not used for the presentation of the stand, and the personnel cloak room must be out of sight of participants. Exhibitors must not leave the stand bare or remove articles prior to the end of the event.

Art. 22- Damage - Exhibitors will accept their locations as is and must leave them in the same condition. Any damage caused by their installations or goods, to buildings, vegetation or the ground will be appraised by the Technical services of the local authorities of Epernay, Pays de Champagne, and costs assigned to the exhibitor. The authorisation to install chairs or tables around stands or burn items may only be issued after appraisal by the organiser. The organiser reserves the right to remove any goods emitting unpleasant or potentially toxic odours from exhibitor stands at the cost of the latter. Hazardous products and explosives are not accepted.

Art. 23- Miscellaneous events - No event may be organised on the sidelines during the opening hours of the trade fair. The distribution of brochures away from stands, the sale of samples or items manufactured during demonstrations, cocktails, group meetings, press conferences, etc. will require prior written authorisation.

Exhibitors and their agents may not carry out any demonstrations or attract the attention of visitors away from their stands. All surveys, enquiries, or customer approaches in the alleyways of the trade fair and surrounding areas are formally prohibited.

Art. 24 - Unless special agreement is issued by the organiser, sign painters, caricature artists and photographers wishing to operate on the site during the event must pay a fixed fee (defined by the organiser). Individuals who have not paid this fee will not be authorised to exercise their profession.

VI- COMMUNICATION

Art. 25 - Companies and organisms participating at VITeff may benefit from the reproduction and distribution of their logos and/or an introductory text on VITeff communication mediums in the context of a communications' offer organised by the sales team.

Art. 26 - Reservations for communications' services will be handled in the order of receipt and subject to the indicated deadlines.

Art. 27 - Exhibitors and announcers are sole liable for their sales offers in terms of the laws and regulations in force.

Art. 28 - The organiser reserves the right to accept or refuse communication which is not compatible with the concept behind the trade fair.

Art. 29 - Advertising rates do not include technical costs. All cancellation of communications will be processed as indicated in article 8 of these general sales conditions.

Art. 30 - All information provided by exhibitors for the distribution of the official catalogue or any other communication medium is the sole liability of the exhibitors. The organiser will be unable to account for information provided after the indicated deadlines and no reimbursement will be possible.

Art. 31 - The organiser may not be held liable for any omissions or reproduction errors occurring on communication mediums, irrespective of the format or means of distribution.

Art. 32- Photographs - Photographers will only be accepted with the written authorisation of the organiser. The organiser may prohibit visitors from taking photographs. The same applies for audio or video recordings. Exhibitors may prohibit photographs of certain items on their stands, particularly in view of confidentiality and intellectual property.

Art. 33- Broadcasting - The broadcasting of music or, more generally speaking, any audio or visual recording is subject to the sole liability of exhibitors, particularly in terms of the payment of related duties. The organiser reserves the right to prohibit or limit broadcasting which may disturb other exhibitors or the organisation of the trade fair.

VII- SAFETY

Art. 34- Safety - The exhibitor is required to comply with the safety measures imposed by administrative or legal authorities, or by the exhibition site, and any safety provisions implemented by the organiser and notified by the latter.

The organiser reserves the right to check compliance with standards. Exhibitors must be present on their stands during the safety inspection prior to the public opening. Practical information on this procedure will be notified to exhibitors.

Art. 35- Surveillance - The surveillance of the trade fair is organised jointly by the organiser and the exhibition site. Decisions on safety rules made by the former will take immediate effect. Exhibitors must comply with the rules defined by the organiser. Exhibitors are responsible for the surveillance of their own stands.

Exhibitors benefit from permanent security services for their stands via the surveillance teams of the exhibition site. Exhibitors may not use the security services of an external company, including at their own costs.

VIII- ENTRANCE

Art. 36- Access - Exhibitor passes will entitle access to the trade fair and exhibitor car parks, and visitor invitations (access to the exhibition and conferences only) are issued to exhibitors as per the conditions defined in the technical file. Only exhibitor passes, entrance name badges with a bar code, and invitations issued by the organiser may enable access to the trade fair.

IX- INSURANCE

Art. 37- The insurance of the organiser - Insurance will be subscribed by the organiser against the financial consequences of its civil liability as the organiser. Exhibitors may request to consult a copy of the insurance policy with details of cover and duration, from the organiser.

Art. 38- The insurance of the exhibitors - EXHIBITOR OBLIGATIONS: Insurance is mandatory. Exhibitors must enclose an insurance certificate dating from within the last three months with their registration form. This insurance will cover "tangible damage". The latter will cover all tangible damage incurred as a direct consequence of all events due to force majeure or attributable to the fault of third parties such as: theft, fire, water damage, lightning, explosion (with or without fire) or any other accidental cause.

Guarantees must be effective prior to 29 May 2011.

All exhibitors will remain liable for any accidental damage, bodily injury, tangible or intangible damage caused to third parties or other exhibitors by goods or equipment or animals exhibited, any personal installations, be they fixed or mobile, on their stand or their personnel pursuant to the provisions of articles 1382 - 1385 of the Civil code, and 1046, 1147 & 1148 of the Rural code. Exhibitors must subscribe Civil liability insurance from their insurance companies as per the above terms for the entire duration of the VITeff trade fair.

X- PUBLICITY, ADVERTISING

Art. 39- Catalogues - The organiser reserves the exclusive right to publish and distribute the general catalogue. The company names, addresses and specialities of exhibitors and participants will be mentioned in the catalogue according to the information provided by the latter. Exhibitors and participants will be sole liable for this information. The organiser declines any responsibility in case of error or omission in texts. Content will be definitive two weeks prior to the opening of the event. Should no response be received within the period defined by the organiser on the "catalogue entry" form, the exhibitor will be automatically mentioned, as deemed appropriate for users, however the organiser cannot guarantee the accuracy of the information indicated. The organiser reserves the right to accept publicity from companies which are not exhibitors.

In case of force majeure affecting the catalogue, the organiser will not be held liable for non-publication.

Art. 40 - The organisers may install loud speakers to broadcast advertising for exhibitors. These two types of publicity are exclusively controlled by the organiser.

Art. 41 - The organiser will advertise the trade fair in France and abroad. The organiser holds all publication and sale rights for the exhibitor catalogue and all rights relating to the publicity included in the catalogue. The organiser may accord all or part of these rights.

Art. 42- Invitations - Exhibitors must mention their company name and the names and addresses of the visitors on these invitations.

Art. 43- VITeff logo - The VITeff logo is the name of a trade fair and registered with the INPI. Its use is subject to regulations. Any breach of applicable legislation will be liable to prosecution by the organiser in view of financial sanctions.

XI- LITIGATION

Art. 44 - The Administrative court of Châlons-en-Champagne holds sole competence in case of litigation.

Your registration will not be validated without the acceptance of these General sales conditions.