



## APPLICATION FORM 2023 TRADE FAIR

Your participation application will be submitted to the Trade Fair Selection Committee for validation.  
To be returned to [delphine.reignier@espritmeuble.com](mailto:delphine.reignier@espritmeuble.com)

**EARLY BIRD**

**€197/M<sup>2</sup> EXC. TAX**

## YOUR COMPANY

### TYPE OF COMPANY

Chain (buying group)  
Manufacturer/Brand  
Service Provider

### SECTOR OF ACTIVITY

#### ESPRITMEUBLE

Furniture  
Bedroom  
Seating and sofas  
Service

#### ESPRIT SOMMEIL

Beds and bedding  
Bedding Accessories

#### ESPRITDECO

Accessories for  
decoration

#### ESPRITCUISINE

Kitchen  
Household appliances  
Equipment  
Services  
Brand

### CONTACT DETAILS

Company .....  
Address .....  
Postcode .....  
Town/City .....  
Country .....  
Telephone .....  
Fax .....  
Email .....  
VAT in. ....  
SIRET .....  
Website .....

### BRAND(S) REPRESENTED

You authorise the organisation to use the brands you have provided in its communication media

.....

### COMPANY TO BE INVOICED

Company .....  
Address .....  
Postcode .....  
Town/City .....  
Country .....  
Telephone .....  
VAT in. ....  
SIRET .....

## YOUR CONTACTS

### MANAGER

Mr. Ms.

Surname .....  
First name .....  
Position .....  
Telephone .....  
Mobile phone .....  
Email .....

### TRADE FAIR

Mr. Ms.

Surname .....  
First name .....  
Position .....  
Telephone .....  
Mobile phone .....  
Email .....

### ACCOUNTANT

Mr. Ms.

Surname .....  
First name .....  
Position .....  
Telephone .....  
Mobile phone .....  
Email .....

### MARKETING - COMMUNICATION

Mr. Ms.

Surname .....  
First name .....  
Position .....  
Telephone .....  
Mobile phone .....  
Email .....

## BUDGET SUMMARY

### YOUR RENTAL PARTICIPATION

#### Price per M<sup>2</sup> when you register

##### Bare surface

**Open corners:** 1 open corner: +5% of the total amount - 2 open corners or islands: +10% of the total amount exc. tax for the surface area .....

**Service Pack** (Insurance): €2.35/m<sup>2</sup> exc. tax .....

**Marketing Pack** (website, e-ESPRITMEUBLE company file, social network animations): €375 exc. tax .....

**Application fees:** €200 exc. tax .....

#### COMMENTS

#### RENTAL BUDGET SUBTOTAL

### YOUR COMMUNICATIONS

**Pack One: Showcase Stand:** Pack Including + visuals of your collections + integration of your video file: €1690 exc. tax (€890/year + €800 implementation charges Year 1)

**Premium Pack:** Pack One + product details of the collections + unlimited videos and statistics feedback €2940 (1290€/year + 1650€ implementation charges Year 1)

#### COMMENTS

#### COMMUNICATIONS BUDGET SUBTOTAL

## OVERALL BUDGET FOR 2023 PARTICIPATION

### SIGNATURE

Surname

First name

Declares that signing this document is proof of definitive confirmation of the reading of and consent to the general regulations below.

Declares that this application is transposed into an irrevocable participation contract at the time of acceptance of the application by ESPRITMEUBLE and the general conditions of registration.

The undersigned declares that he/she is mandated and authorised to sign this application form and undertakes to fulfil the obligations entailed by the signing of this registration.

### COMPANY STAMP

Signed at ..... Date .....

### SIGNATURE



### AT YOUR SERVICE

#### CAMILLE BOUILLOT

EspritMeuble Trade Fair Manager

camille.bouillot@espritmeuble.com

00 33 6 86 75 02 11

#### DELPHINE REIGNIER

EspritMeuble Business Manager

delphine.reignier@espritmeuble.com

00 33 6 74 74 14 60



# GENERAL TERMS AND CONDITIONS FOR REGISTRATION AND PARTICIPATION

## ARTICLE 1 – PURPOSE

These provisions set out the conditions under which a company may register and then participate as an exhibitor (hereafter referred to as the Exhibitor(s)) in the next ESPRITMEUBLE Trade Fair (hereafter referred to as the Trade Fair) which will be held from Saturday, 18 November 2023 at 09:00 to Monday, 21 November 2023 at 18:00, in Paris, Porte de Versailles, Hall 1. These provisions also define the obligations incumbent on both Exhibitors and ESPRITMEUBLE, the organiser of the Trade Fair and its dedicated team (hereafter the Trade Fair Organisation).

## ARTICLE 2 – METHODS OF REGISTRATION FOR THE TRADE FAIR

### 2.1-Participation application

Firstly Exhibitors fill in a participation application form (hereafter known as the Form) which is accessible online on the Trade Fair website, [www.ESPRITMEUBLE.com](http://www.ESPRITMEUBLE.com). On this Form they fill in the information about their company, the contact details for the contacts dealing with the Organisation, the brands represented by attaching a logo and the characteristics they want for their stand. Then they must confirm these general conditions, certifying that they are aware of the amount that must be paid for the application fees, the rental prices, and the payment schedule for their participation. They then confirm their participation application and pay the application fees by bank transfer after receiving the invoice. Finally, they will receive an email from the Trade Fair Organisation acknowledging receipt of their participation application and the payment of the application fees.

### 2.2-Confirmation of participation

Any participation in the Trade Fair by an Exhibitor is subject to the prior agreement of a Selection Committee which will rule on the basis of the content of the Exhibitor's Form, the attached documents and/or on the basis of their own reasons. Each Exhibitor will be notified of the decision of the Selection Committee by all written means. The Committee may confirm or reject participation in the Trade Fair without having to justify a rejection. The decision of the Selection Committee authorising participation results in the obligation for the Exhibitor concerned to be subject to the content of these general conditions and the instructions in the Technical Guide in the framework of its participation in the Trade Fair. The decision of the Selection Committee to reject participation cannot be contested by the Exhibitor concerned, or entail the responsibility of the Trade Fair Organisation for any reason whatsoever. In addition, the Organisation will retain all the application fees paid by the Exhibitor, the participation of which has been rejected by the Selection Committee, i.e. €200 exc. tax without the Exhibitor being able to demand reimbursement.

### 2.3-Surface area allocated

The Trade Fair Organisation will allocate to each Exhibitor confirmed by the Selection Committee a stand surface area and a location compliant with the special characteristics that the Exhibitor has expressed on its Form (bare surface, one or more corners and all other comments on this subject, etc.). The Exhibitor acknowledges being fully in agreement with the Trade Fair Organisation concerning the Stand surface area which it entered on its Form. Indeed, the total amount invoiced will be calculated by the Trade Fair Organisation on the basis of the maximum surface area indicated by the Exhibitor to ten percent more or less. In these conditions the Exhibitor can neither modify nor contest this information relating to the surface area of its stand after having filled in, confirmed and validated its Registration Application Form online.

## ARTICLE 3 – METHODS FOR PARTICIPATION IN THE TRADE FAIR

### 3.1-Allocation and distribution of stands

The Selection Committee will be responsible for the allocation and distribution of stands between the various Exhibitors for which it has confirmed their participation. As far as possible the allocation and distribution of stands will match the wishes of the Exhibitors expressed on their Forms to within roughly 10%. This will be done within the limit of the space still available for the Trade Fair and will also take into account the technical, logistical and safety constraints to be adhered to in the context of occupation of the location of the stand.

The Trade Fair Organisation will inform Exhibitors by all written means of the final surface area and location of the Stand which will be allocated to them once they have paid their application fees and the first invoice. The latter may cover one or more advance payments in relation to the date of confirmation of their registration by the Committee (see Article 4). For reasons inherent in the smooth running of the Trade Fair, the Trade Fair Organisation reserves the right:

- To grant automatically or not grant an Exhibitor one or more corners on its Stand, notwithstanding the wishes expressed on its registration form,
  - To insist on the presence of a post for an Exhibitor, the surface area of which will be deducted from the final cost of the Exhibitor's participation in compliance with Article 4 of these general sales conditions.
- In all three cases, the Exhibitors therefore agree to bear the material, logistical, financial and other consequences related to these modifications without contest.

### 3.2 Occupation of stands

- To fit out their stands either themselves or by a partner recommended by the Trade Fair Organisation
- To fit out their stands in compliance with the specific characteristics anticipated in the plan which they provided to the Organisation for prior validation from the point of view of safety rules
- To cover all the metal structures they may use to assemble and fit out their stands
- With regard to the fitting out, assembly, use and dismantling of their stands, to adhere to the material, logistical and safety instructions stated in the Trade Fair Technical Guide which they will be invited to download later on request from the Trade Fair Organisation
- To comply strictly with the special instruction relating to the stand locations overlooking the main aisle, the horizontal safety aisle, the vertical safety aisle separating ESPRITMEUBLE and ESPRITSONNAIL as well as the living areas of the Trade Fair (reception, village square, catering points), which must have a minimum opening in the front of the stand of 70% of their width.
- To adhere strictly to the schedules imposed by the Organisation concerning the Trade Fair phases of assembly, use, and dismantling.

### 3.3 Insurance

The provision of a stand obliges Exhibitors to take out an all risks exhibition insurance policy which will be invoiced to them at a price of one Euro per square metre occupied. The purpose of this insurance is to cover damages incurred by the material presented on the stand in case of material loss, deterioration or damage such as fire, explosion, water damage, theft, act of terrorism or sabotage, strike, or riot. The details and the methods of cover for this insurance will be notified to the Exhibitors through the Technical Guide which they will be given later. Furthermore, parallel to this insurance, Exhibitors must also have personally taken out a third party liability insurance with a company known to be solvent. This insurance must guarantee them against the financial consequences of their responsibility under common law, due to bodily, material and immaterial damages, which their employees or they themselves may cause directly or indirectly to third parties in the context of their activity. Exhibitors must be able to provide a certificate for this insurance at the first request by the Organisation.

## ARTICLE 4 – FINANCIAL CONDITIONS

### 4.1 Price

The price to be paid by Exhibitors includes the rental, namely the surface area of the stand which has been granted to them by the Trade Fair Organisation after confirmation of their participation by the Selection Committee. It is a bare surface (without partitions, carpet, electricity, etc.) ready to be fitted out by Exhibitors, and calculated in square metres. Depending on the date of registration for the Trade Fair, each Exhibitor has the following price/m<sup>2</sup> exc. tax applied:

- Up to 31 Dec. 2023: €197/m<sup>2</sup> exc. tax
- From 1st January to 31 March: €209/m<sup>2</sup> exc. tax
- From 1st April to 30 June: €229/m<sup>2</sup> exc. tax
- From 1st July: €249/m<sup>2</sup> exc. tax

In addition to the prices/m<sup>2</sup> exc. tax for the bare surface occupied, the price to be paid by Exhibitors also includes the application fees and the costs related to the presence of corners on their stand, the Service Pack and Marketing Pack.

### 4.2 Methods of payment

Exhibitors will pay the price indicated above in several instalments set according to the following schedule:

- On registration: Application fees + 10% in advance of the total sum exc. tax for the maximum surface area requested by the exhibitor.
- 31 March 2023: 20% advance payment of the total sum exc. tax for the surface area actually allocated on the plan. + Marketing Pack
- 30 June 2023: 30% advance payment of the total sum exc. tax for the area actually allocated on the plan on 30 September 2023: Balance due + corners + Service Pack

Each scheduled payment will give rise to the issuing of an invoice by the Trade Fair Organisation. The price mentioned on the invoice will include the VAT rate in force on the day it was issued. Each invoice will then be sent to the Exhibitors concerned for payment. In principle these invoices are payable on receipt and at the latest, as an exception, before the due date set in the above table. The Trade Fair Organisation reserves the right to require from Exhibitors simultaneous payment of several scheduled payments if the date of their registration and confirmation of their participation by the Committee justifies it in relation to the above-mentioned payment schedule.

In this case the Trade Fair Organisation will send Exhibitors the corresponding invoices at the same time for payment.

### 4.3 Sanctions

Access to the Stand by Exhibitors is conditional on the payment in due form by them of invoices issued by the Trade Fair Organisation for each scheduled payment. Consequently the Trade Fair Organisation reserves the right:

- To charge Exhibitors on their balance invoice a financial penalty representing 10% of the amount of the scheduled payment for which a payment delay of more than 10 days after the planned payment date is noted.
- To cancel and/or block Exhibitors from participating in the Trade Fair in the case of non-payment of its invoices and/or repeated excessive delays in payment of these invoices. In this case the Trade Fair Organisation will retain all the payments (advance payment and other invoices) already paid by the Exhibitors concerned. These payments will be deemed to be definitively acquired by the Trade Fair Organisation and cannot be the subject of any reimbursement. In addition, Exhibitors will also be required to pay the invoices that they have not paid and which will have been issued by the Trade Fair Organisation before the date upon which the latter will have decided to block and/or cancel their participation.

Any dispute by the Exhibitor concerning one or other of these sanctions will not be taken into account by the Trade Fair Organisation.

### 4.4 Cancellation

Any Exhibitor wishing to cancel its participation in the ESPRITMEUBLE Trade Fair must notify the Organisation by all written means that can be dated.

For the Exhibitor this cancellation will give rise to the obligation to bear the following costs:

- Notification of the cancellation received by the Trade Fair Organisation before 31 March 2023: 20% of the total price of the rental.
  - Notification of the cancellation received by the Trade Fair Organisation between 1st April 2023 and 15 June 2023 inclusive: 40% of the total price of the rental.
  - Notification of the cancellation received by the Trade Fair Organisation between 16 June 2023 and 31 August 2023: 70% of the total price of the rental.
  - Notification of the cancellation received by the Trade Fair Organisation from 1 September 2023 until the Trade Fair: 100% of the total price of the rental.
- Depending on the date accepted for the notification, the sum for the cancellation fees in relation to the price of the rental will be calculated:
- Either according to the top of the price bracket for the number of square metres that the Exhibitor requested for its stand on its Form
  - Or according to the number of stand square metres that the Trade Fair Organisation has guaranteed and communicated to the Exhibitor in question.

These cancellation fees will be increased by 15% as compensation.

These cancellation fees will be the subject of a standalone invoice from the Trade Fair Organisation. The Trade Fair Organisation will deduct from the price of this invoice the sum of the payments already made by the Exhibitor until the date of receipt of the written document by which the latter notified the cancellation of its participation.

### 4.5 Early or late dismantling

Exhibitors are required to dismantle their stands at the time set for this by the ESPRITMEUBLE Trade Fair Organisation in the Technical Guide provided for the Exhibitor.

#### 4.5.1. Early dismantling

Should the Trade Fair Organisation observe early dismantling of the Stand by the Exhibitor, a penalty for not adhering to the set times of a sum of one thousand five hundred Euros excluding tax (€1500 exc. tax) will be invoiced to the Exhibitor.

#### 4.5.2. Late dismantling

Every hour that the Exhibitor retains a Stand beyond the set time will be invoiced to the Exhibitor at a price of one thousand five hundred Euros excluding tax (€1500 exc. tax).

If the retention of this stand blocks the general dismantling of the Trade Fair, the Trade Fair Organisation reserves the right to entrust the dismantling of this stand to its teams. This operation will be invoiced to the Exhibitors by the Trade Fair Organisation in the following manner:

- One thousand five hundred Euros exc. tax (€1600 exc. tax) for dealing with the dismantling of the Stand by the Trade Fair Organisation teams
- Three hundred Euros exc. tax (€300 exc. tax) per ton of stand cleared by the Trade Fair Organisation Teams.

For the duration of this operation the Trade Fair Organisation will also apply the hourly rate for the additional occupation of the above-mentioned stand. In no circumstances will the Trade Fair Organisation accept liability when it dismantles, or even destroys if necessary, a stand in the conditions stated above. Exhibitors therefore waive all rights to proceedings against the Trade Fair Organisation.

The costs mentioned in this article will be the subject of standalone invoices from the Trade Fair Organisation to the Exhibitors concerned. These invoices will be added to those relating to exhibitors' participation.

## ARTICLE 5 – INTELLECTUAL PROPERTY

The Exhibitors authorise the Trade Fair Organisation to use their communication about their presence on the Trade Fair website and social networks using the logos for their represented Brand(s) in accordance with the indications and graphics charter supplied to them previously. In return, the Trade Fair Organisation will provide Exhibitors with the ESPRITMEUBLE graphics charter so that they can use the Trade Fair logo on their internal communication media, social networks or in the press. The use of the respective logos will stop on 31 December of the year of the Trade Fair concerned.

Exhibitors are prohibited from promoting their brand(s) within the Trade Fair enclosure and outside the surface area of their stand in any way whatsoever and by any means whatsoever. Communal areas are reserved for the promotion of the Trade Fair in its entirety. Exhibitors will be responsible for the music rights if they intend to broadcast music on their Stands. By participating in the Trade Fair, Exhibitors implicitly authorise the Organisation to use the portrait rights of all their employees present at the Trade Fair. As such, the Organisation may take any videos and/or photographs representing these employees for the purpose of using their image on any commercial and media promotions medium for the Trade Fair. However, Exhibitors retain the potential to refuse the use of images of their employees by sending the relevant email to [camille.bouillot@ESPRITMEUBLE.com](mailto:camille.bouillot@ESPRITMEUBLE.com).

## ARTICLE 6 – RESPONSIBILITY

The service provided by the Trade Fair Organisation is limited to supplying Exhibitors with a bare stand surface area (without partitions, carpet, electricity, etc.) ready to be fitted out by Exhibitors. Consequently, the Trade Fair Organisation accepts no responsibility towards all Exhibitors in relation to:

the possible rejection of their participation as decided by the Selection Committee, the consequences of all types linked to assembly, fitting out, layout and use of stands neighbouring that of each Exhibitor, it being understood that the task of the Trade Fair Organisation is limited to controlling all the stand plans from the point of view of safety rules alone. The attendance and the footfall at the Trade Fair by visitors, it being understood that the Trade Fair Organisation, under its obligation of means, will do everything possible to ensure good usability in terms of promotion and communication. Furthermore, Exhibitors are informed that the sanctions and other financial consequences provided for in these documents, and implemented by the Trade Fair Organisation against Exhibitors cannot be the subject of any dispute on their part.

Should cancellation of the Trade Fair be decided by the Trade Fair Organisation following the occurrence of a case of force majeure, Exhibitors will not receive any damages because of this and will be informed of the new organisation methods as soon as possible.

Cases of force majeure include those accepted by French law in force on the day of the violation of the Exhibitor's Participation by the Selection Committee, as well as any new health, climatic, economic, political or social situations, on a local, national or international level, which are unforeseeable, independent of the Organiser's will, and which make it impossible to hold the Trade Fair or which entail risks of disturbances or disorders likely to affect its Organisation seriously and its smooth running or the safety of property and people.

The occurrence of a current epidemic (linked to COVID-19) will constitute a case of force majeure.

These cases also include events making it impossible to use the Trade Fair location, listed below in a limited way:

- Fire, explosion, flood and thunderstorms,
- Decision by VIPARIS, the lessor of the site, an administrative authority to close or requisition the Trade Fair location.

### In case of cancellation:

In case of cancellation of the 2023 Trade Fair by the organisation for health reasons, ESPRITMEUBLE will keep only 10% of the deposit corresponding to the first 2023 advance payment. This amount will automatically be carried over to the 2024 Trade Fair and will register the exhibitor's participation in the next edition. The 2023 application fees are deemed to be acquired and other advance payments will be refunded on first demand.

## ARTICLE 7 – PROTECTION OF PERSONAL INFORMATION

Personal information collected on the registration form is recorded in a digital file by ESPRITMEUBLE for the management of its exhibitor files. They are kept for 2 (two) years and is intended for its Sales Department. The personal information collected on this form may be communicated to ESPRITMEUBLE partners or service providers. In compliance with the French Data Protection Law, any physical person has the right of access, correction, cancellation, and deletion of and the portability of data concerning him/her. These rights may be exercised by contacting ESPRITMEUBLE 25 Rue du Caumartin 75009 PARIS - Exhibitor Relations Department by post, giving the surname, first name, address, email and the exhibitor reference.

## ARTICLE 8 – APPLICABILITY

These provisions state all the obligations required of Exhibitors in the context of their registration and/or participation in the Trade Fair. For this reason, they govern Exhibitors' registration for the Trade Fair, as well as the allocation, provision, fitting out, assembly, use and dismantling of their respective stands. Exhibitors therefore acknowledge the full authority and superiority of these conditions over those they could uphold to the Trade Fair Organisation. The Technical Guide, invoices and the associated correspondence sent by the Trade Fair Organisation also complete the content of these provisions and are obligations for the Exhibitors. The Trade Fair Organisation reserves the right:

- to modify the content of these provisions unilaterally for reasons inherent to the good organisation of the Trade Fair. Therefore, Exhibitors are invited to consult them regularly to make themselves aware of these changes,
- to supervise the registration for the Trade Fair, allocation, provision, fitting out, assembly, use and dismantling of the stands under special conditions derogating from these conditions. In this case, these special conditions

will be targeted by a stand-alone written document to be prepared by the Trade Fair Organisation and which will be submitted to the Exhibitor concerned for validation.

This document will specify the purpose and field of application for this. Any dispute arising from the registration and/or participation of Exhibitors in the Trade Fair, and from the interpretation and implementation of these conditions must firstly be the subject of an attempt at amicable resolution. To do this the Exhibitors and the Trade Fair Organisation will rely on all the documents stating their respective obligations, it being understood that only the most recently dated will prevail. If there is no amicable agreement, the disputes will be resolved under French Law and will be brought before the French Courts recognised as being the only competent courts by the Exhibitors.