

The organiser is not responsible for damage that the exhibitors may cause to, third parties or for damage to property of exhibitors.

However, the organiser recommends that exhibitors enrol in the insurance policy underwritten by COMEXPOSIUM ASSURANCES, on their behalf, with the AXA FRANCE company. This insurance policy covers damage to the exhibitors' property (loss, theft, destruction) and stand equipment, under the conditions and within the limits of the insurance policy, provided that the exhibitors enrol in said policy by taking out the insurance offered on the application form.

This AXA France insurance policy no. 4 299 10 204 is an appropriate solution based on the situation, the needs expressed and the financial terms and conditions of the policy (deductible, insurance benefit and premium).

It is recalled that the insurance taken out by the exhibitor does not cover the third party liability of the latter. In this regard, the exhibitor acknowledges having taken out all the insurance policies necessary with an insurance company covering its third party liability and that of any person involved directly or indirectly in the exercising of its activities and/or those of its company, for any physical injuries, material or intangible damage caused to a third party during his attendance and/or that of its company at the Exhibition EMBALLAGE 2012 that shall take place from 19 to 22 November 2012 (including during the assembly and dismantling periods).

The insurer:

AXA France Company  
26 rue Drouot -75009 Paris  
Policy no. 4 299 10 204

**I - COVER**

**A – PURPOSE AND SCOPE OF THE COVER**

**1/ Events insured**

The insurance covers any material damage, losses and damage caused to the goods exhibited, including the fittings of the stands pursuant to any non-excluded event.

It is specified that acts of terrorism and attacks and Natural Disasters are only covered in France.

**2/ Goods insured**

The insurance covers the goods of the exhibitors and the co-exhibitors, and the fittings of the stands.

**B – EXCLUSIONS OF COVER**

The exclusion of cover clause is the clause whereby the insurer, when it defines the purpose of its cover, expresses its intention to exclude from said cover certain events, certain types of damage and, more generally, certain risks.

The insurer shall therefore not be liable for any event, property or damage excluded by it through the exclusion clauses in case of damage.

**1/ Events excluded**

**Damage, losses and deterioration suffered by the goods insured are excluded from the cover that result :**

- from foreign war or civil war,
- from the direct or indirect effects of an explosion, discharge of heat or radiation resulting from the transmutation of atoms or radioactivity as well as the losses due to the effects of radiation provoked by the artificial acceleration of particles,
- from confiscation, sequestration, seizure or destruction by order of any government or public authority, as well as the consequences of any infringements,
- of flooding or overflowing of stretches of natural or artificial water, rain water, floods, tidal wave, moving blocks of snow or ice or other natural disasters (except those covered under the Law on natural disasters no 82-600 of 13.07.82, cf. Article 2 above),
- of a specific defect, wear and tear, age, slow deterioration, moths, parasites and rodents of any kind,
- of the insufficiency or unsuitability of the packing or packaging,
- of simple thefts or misappropriations committed by the employees of the Insured Party or of the beneficiary as well as of the intentional or fraudulent fault of the insured party or of the beneficiary, who have the strict obligation to act in all circumstances as if they were not insured,
- of the influence of atmospheric agents for object exposed to the air,
- of epizootic as regards animals,
- of the fading of flowers, trees and floral decorations as well as of any plants.
- of any losses or disappearances on the stands where free distributions or tastings are made of any goods or beverages whatsoever,
- of any sanitary or disinfection measures or cleaning, repair or renovation operations,
- of the defective assembly or dismantling of the objects insured,

- of the breaking of fragile objects such as porcelain, glassware, mirrors, marble, pottery, terra cotta, sandstone, ceramics, alabaster, plaster, waxworks, cast iron works, under glass or windows.

**If the occurrence of these events cannot be excluded, it appears however that they are not likely to deprive the exhibitor of the protection of the coverage offered in a large number of circumstances during the exhibition.**

**Nevertheless, of these events excluded from cover, we draw your attention to acts of petty theft or embezzlement committed by the insured's employees. Thus, such events may under no circumstances activate the insurance cover and shall therefore not be indemnified if they should occur.**

**2/ Goods excluded**

**We draw your attention to the fact that the following goods are excluded from the cover:**

- Works of art,
- Objects of special value. An object of special value means an object whose intrinsic value is not related to the costs incurred to obtain it,
- Furs, skins and carpets,
- Cash and notes,
- Personal effects and objects, jewels, cameras, radios, electronic pocket calculators and all the objects belonging specifically to any person attending the event directly or indirectly,
- Connected telephones,
- Removable software and software packages,
- Plasma or LCD screens (the exhibitor can take out a specific insurance policy to cover this equipment).

**3/ Damage excluded**

**The following items are always excluded from the cover granted by the Insurer:**

- Indirect losses of any kind whatsoever such as loss of profits, damages, duties and other taxes, penalties of any kind and, notably, those relating to a deadline or delay for any reason whatsoever,
- Stains of animals,
- Damage caused to materials, clothes, fur, carpets, tapestries and covering (floors, walls, partitions) by marks, stains, dirty marks and burns of cigars, cigarettes and/or pipes, except those resulting from water damage, fire or theft,
- Scratches, scrapes, rust or any oxidation and/or corrosion,
- Damage to the objects exhibited under stands, when these goods are located outside of the latter,
- Damage, losses and deterioration suffered by the goods insured when this damage is the result of the operating or mechanical or electrical malfunction of the said objects.

**C – AMOUNT OF THE COVER**

The cover is fixed at € 500 per square metre rented with a minimum of € 6,000 and a maximum of € 200,000.

This amount is the limit of liability, i.e. the maximum amount of the insurer's obligation. Moreover, in case of loss, you may not obtain compensation in excess of the above-mentioned amount in the event that the insurance coverage is activated.

In the event of theft, the payment of the compensation shall be made after deduction of a deductible of € 300 per loss.

The deductible is the sum of money or the portion of the damage for which you will be responsible in the event that a risk occurs. In addition, the insurance benefit shall be paid for losses in amounts greater than the deductible and for the portion in excess of the deductible.

For all these reasons, we believe that the AXA France insurance policy no. 429910204 is an appropriate solution based on the situation, the needs expressed and the financial terms and conditions of the policy (deductible, insurance benefit and premium).

**D - ADDITIONAL INSURANCE**

If the value of the exhibited items exceeds the insured amount, exhibitors are advised to take out additional insurance.

Moreover, plasma and LCD screens are excluded from coverage. However, the exhibitor has the option of taking out special insurance.

The additional insurance enrolment form for damage to property or for plasma or LCD screens is attached to these insurance regulations and is also included in the Exhibitor's Guide, which will be sent to each participant or accessible on the exhibition's website.

## **II – INSURANCE CONDITIONS**

### **A – TAKING OF EFFECT OF THE COVER**

The cover applies to the stands provided to the exhibitors from the day before the opening to visitors (7.00 p.m.) to the last day of opening to visitors (closing time).

### **B – SPECIFIC PREVENTATIVE MEASURES FOR THEFT COVERAGE.**

The cover for Theft without break-in applies when the following preventive measures have been taken :

- During the hours of opening to the public and/or to exhibitors, as well as during the period of installation and dismantling, the stand must be permanently guarded by the Exhibitor or by one of its employees.
- During the hours of closure to the public et/or to exhibitors, the audiovisual equipment used for advertising purposes (such as video recorders, cameras, video cameras and portable microphones) must be stored in a locked cupboard and/or specific area.

If you fail to do so, you risk being denied coverage by the insurer.

### **C – PROVISIONS SPECIFIC TO OBJECTS OF VALUE**

Objects in precious metals (gold, silver or platinum), precious stones, pearls, gold or silver plate, time-pieces and any objects of a small size and/or of great value must be locked up :

- During the hours of opening of the exhibition to the public : in solid showcases equipped with thick glass and locked by safety locks
- During other times (installation – closure – dismantling) : in a safe approved by the insurer.

If you fail to do so, you risk being denied coverage by the insurer.

The risks of theft are only covered in the event of break-in or in the event of violence committed against the guard or guards.

### **D – PROVISIONS SPECIFIC TO TAKEAWAY SALES**

Uniquely for the exhibitions concerned

The cover applies for goods intended for takeaway sales.

The insurance only covers goods in locked storerooms or placed in solid cupboards entirely closed and locked with security locks. The Theft cover is restricted to theft by break-in from the storerooms and/or cupboards.

In the event of partial or total loss, the cover of the Insurer is automatically reduced by the amount of the loss. The reimbursement is made solely on the basis of the cost and/or purchase price.

## **III – LOSSES**

### **A – DECLARATION OF THE LOSS**

The losses must be immediately declared to the Organiser.

In addition, losses must be reported within twenty-four (24) hours, regardless of the damage, under pain of forfeiture.

Every declaration of a loss must imperatively state the date, the circumstances of the loss and the approximate amount of the damage and must be accompanied by the original filing of a complaint in the event of theft.

This claim form must be sent directly to SIACI SAINT HONORE, as indicated in section VII below.

The claim form must indicate the insurance policy number, i.e. AXA France policy no. 4 299 10 204.

### **B – MEASURE TO TAKE AT THE TIME OF A LOSS**

You must also take any measures to ensure the protection of the undamaged objects and, when the liability of a third party can be involved, must take all the measures required by the laws and regulations in effect to protect the recourse of the insurer.

If you fail to do so, you risk being denied coverage by the insurer.

### **C – ASSESSMENT OF THE LOSS**

It is recalled that the insurance cannot produce a profit for the insured party. It only covers the compensation for its material losses in accordance with the compensation principle stipulated by the Code in Article L 121-1.

In the event of a loss covered by the insurance policy, the damage is assessed by mutual agreement.

### **D – PAYMENT OF THE BENEFIT**

The benefit shall be paid to the owners of the insured property.

If the coverage amount applied for is insufficient, the benefit shall be divided proportionally to the total value of the damaged property of each of the exhibitors present at the stand.

## **IV – WAIVER OF RECOURSE**

Every exhibitor, by the sole fact of its attendance, declares that it renounces any recourse that it or its insurers may have the right to exercise against the organiser and the operating company of the premises where the event takes place and their insurers, for any direct or indirect damage that the latter may cause to its goods.

The insurance conditions that are the subject of these Articles are governed by the Insurance Code.

## **V - PERSONAL DATA**

The personal data collected on the enrolment form for the above-mentioned insurance policy and during the term of the policy may be disclosed to the Insurer and to the persons involved in managing the policy (intermediate underwriters, experts and reinsurers).

Said data shall be used to manage the policy, to analyse and control risk, to carry out the services, to prepare statistics and to enforce the legal, regulatory and administrative provisions in force.

As provided by law, the insured may access the information concerning him/her, have it corrected, object to its disclosure to third parties or to its use for commercial purposes by sending a letter to COMEXPOSIUM ASSURANCES.

## **VI – CONTACT DETAILS OF AND INFORMATION ABOUT THE INSURANCE BROKER**

COMEXPOSIUM ASSURANCES

Insurance brokerage firm registered with ORIAS under number 10 058 342 and located at 70 Avenue du Général de Gaulle - 92508 Paris La Défense Cedex  
Telephone: 01 76 77 11 11

The registration of COMEXPOSIUM ASSURANCES can be verified at [www.orias.fr](http://www.orias.fr).

COMEXPOSIUM ASSURANCES is subject to the control of the Autorité de Contrôle Prudentiel (ACP) located at 61 rue Taitbout - 75436 Paris Cedex 09 (Switchboard: 01 55 50 41 41).

COMEXPOSIUM ASSURANCES is a subsidiary of the COMEXPOSIUM company.

COMEXPOSIUM ASSURANCES offers only property and casualty insurance policies at the exclusion of public liability and life insurance policies.

COMEXPOSIUM ASSURANCES has a civil liability guarantee and a financial guarantee in accordance with the insurance law, which it has obtained from the ALLIANZ company.

COMEXPOSIUM ASSURANCES has no financial ties to insurance companies.

To assist it in offering the above-mentioned insurance policy, COMEXPOSIUM ASSURANCES has granted power to the COMEXPOSIUM company, agent intermediate underwriter registered with ORIAS under number 10058581, whose head office is located at 70 avenue du Général de Gaulle- 92058 Paris La Défense Cedex.

The registration of COMEXPOSIUM can be verified at [www.orias.fr](http://www.orias.fr).

COMEXPOSIUM is subject to the control of the Autorité de Contrôle Prudentiel (ACP) located at 61 rue Taitbout - 75436 Paris Cedex 09 (Switchboard: 01 55 50 41 41).

COMEXPOSIUM has no financial ties to insurance companies.

## **VII - CLAIM FORM**

In the event of a loss, claim forms must be sent to:

SIACI SAINT HONORE

18 rue de Courcelles

75384 Paris Cedex 08

Telephone: 01.44.20.99.99

Such claim forms must meet the above-mentioned conditions and be sent by registered letter with acknowledgment of receipt.