

General terms and conditions of sale

These terms and conditions apply to the sale of advertising space:

- In the derivative products of the Pollutec trade show (show's official catalogue, newsletter, etc.),
- On the website located at <http://www.pollutec.com>
- On the digital platform Learn and Connect

The derivative products, website of the Pollutec trade show, and the digital platform Learn and Connect are hereinafter referred to as the "Communication Tools".

Any request to place an advertisement in communication tools is considered firm and binding on the advertiser as soon as it has been registered by RX FRANCE. If the request is made by an agent, it is binding on both the agent and the advertiser, in particular concerning payment. The agent must have a letter of authority from the advertiser which must specify the scope and duration of his mandate.

In the event of inconsistency between these general terms and conditions of sale and the terms and conditions of purchase of any advertiser, it is agreed that these general terms and conditions of sale shall prevail.

The advertiser agrees to provide any and all documents or offset transparencies necessary for the printing and/or on-line placement of the advertiser's message within the agreed lead times. Technical costs if any shall be borne by the advertiser.

The advertiser shall comply with any and all instructions issued by RX FRANCE and indicated in RX FRANCE's commercial documents concerning the supply of technical materials (e.g. format of advertising banners).

In the event that the production of the advertisement is followed up by the communication team of RX FRANCE, a proof may be submitted to the advertiser, in which case the advertiser shall be obligated to indicate any required changes by return mail. Failure to respond within the applicable lead time shall be deemed tacit acceptance. In the event of non-compliance with the lead times for the submission of technical materials, an advertisement indicating the advertiser's corporate name and particulars shall be produced at the advertiser's expense.

Lead time for on-line placement: 3 working days from the date of receipt of technical materials.

If an order is cancelled for any reason whatsoever amounts due to RX FRANCE that shall remain partially or fully paid and/or outstanding, for the Communication Tools, are the property of RX FRANCE.

RX FRANCE waives any liability in respect of any and all technical materials that have not been recovered by the advertisers or their agents within three months from the last time such materials have been published.

The registration by RX FRANCE of a request for the insertion of an advertisement only grants the advertiser the right to occupy the space reserved for such advertisement. The space, form and mode of posting of the proposed advertisements and the related prices are indicated in the purchase order attached hereto. Prices do not include technical costs such as, where applicable, the cost of creation and production of the advertisements. Except for those spaces indicated in the publication price list, no space may be guaranteed, regardless of the indications placed by the advertiser on the request for advertising publication.

Contents of an advertisement (photo, video, webinar, etc.) and in particular brands, visuals and tradenames are published under the sole responsibility of the advertiser who shall, has, obtained when applicable all the requested authorisations and has paid costs and/or fees pertaining thereto. In particular, the advertiser is the sole responsible for the payment of any reproduction or representation rights related to photos and videos used.

The advertiser guarantees to RX FRANCE that the names, visuals, and more generally the content provided by him to RX FRANCE, shall not infringe third party's rights

The advertiser certifies that he has obtained from them all the rights and/or authorisations that are necessary for the publication on the Communication Tools.

The advertiser also guarantees RX FRANCE that the contents of his advertisements is not in breach with any statutory regulations in force, or professional codes of ethics, and that it does not contain any libellous or harmful message for third parties.

The advertiser hereby releases RX FRANCE, the publisher, the printer and any and all third parties from any civil or criminal liability they may incur because of advertisements that have been published at the advertiser's request. The advertiser guarantees RX FRANCE, the publisher, the printer and any and all third parties against any claims asserted by third parties in respect of the content of such advertisements. The advertiser accordingly agrees to defend at its own expense RX FRANCE, the publisher, the printer and any and all third parties in the event that proceedings or claims are brought or asserted against them in respect of the contents, data, information, messages etc. included in the advertisements, and the advertiser shall be responsible for any indemnification due to make whole any loss that may have been sustained.

RX FRANCE may in no event be held liable beyond a total amount corresponding to 2/12th of the total annual amount collected for the corresponding service, not including any extension or renewal period.

The advertiser waives all recourse against RX FRANCE or a third party, in the event of loss, destruction, damage or prejudice resulting from the interruption or disruption of the Activity, caused directly or indirectly by the failure of any computer, data processing equipment, multimedia micro-circuit, operating system, microprocessor (computer chip), integrated circuit or similar component, or by any software, whether or not it is the property of RX FRANCE.

No error due to RX FRANCE, the publisher, the printer or any and all third party in respect of an advertisement shall in any event result in the cancellation of such advertisement. The correction shall be made in the catalogue or the following advertising products.

No claim shall be accepted unless it is made in writing within eight days from the date of insertion or on-line placement.

No delay in, suspension of or cancellation of the circulation of the advertisement in particular because of technical default due to the operation of the Internet or for any reason beyond the control of RX FRANCE shall justify any refusal to pay even part of the amounts due by the advertiser or its agent, or shall create a right to a new insertion at the expense of RX FRANCE or to indemnification in any manner whatsoever, in favour of the advertiser or his agent.

Also, RX FRANCE may in no event be held liable for accidental or voluntary damage made to the advertiser by third parties because of their being connected to the Internet.

Privacy and personal data protection - The personal data provided by the advertiser to RX FRANCE is necessary for the fulfillment, administration, management and execution of the advertising space order. The individual identified in the advertising space order and later communications may be contacted by RX FRANCE, its partners and its subcontractors for the purposes of facilitating Services offered and the experience of both the advertiser and RX FRANCE, subject to the privacy policy which is displayed on the website located at <https://privacy.rxglobal.com/en-gb.html>.

In accordance with the European General Data Protection Regulation (GDPR) (EU) 2016/679, the advertiser enjoy a right of access, opposition, erasure, and rectification of its personal data, which he may exercise by contacting <https://privacy.reedexpo.com/en-gb/privacy-centre.html>.

In accordance with press and publishing practice, RX FRANCE is free to refuse an advertisement without being obliged to give reasons for its refusal.

Placements are made in accordance with the dates reserved by advertisers. Invoices are issued on the basis of such reserved dates and must be paid upon receipt. Where an advertiser places an order through an agency appointed as the advertiser's agent, the invoice shall be sent to the agency with a copy to the advertiser.

50% of the pre-tax price of the advertisement shall be payable upon delivery of the purchase order, the remainder being due upon receipt of the invoice, unless otherwise provided in the order form which, where applicable, prevail.

If the advertiser fails to make any payment upon the due date, all amounts due shall become immediately payable in full, plus liquidated damages set at 10% of all amounts that have fallen due and remain unpaid. In addition, any late payment shall give rise to the application of an indemnity for late payment at a rate equal to one and a half times the legal rate. A recovery fee of 40 euros will be automatically due to RX FRANCE in case of any failure to pay on due dates. Such fee will be due in addition to any indemnity due to the debtor.

THE BOND BETWEEN THE ADVERTISER AND RX FRANCE IS ENTIRELY AND EXCLUSIVELY GOVERNED BY FRENCH LAW. ANY DISPUTE SHALL FALL WITHIN THE JURISDICTION OF THE NANTERRE COURTS.

All applications for insertion of advertisements imply the acceptance of the above general terms and conditions.