

## GENERAL TERMS AND CONDITIONS OF PARTNERSHIP INTERNATIONAL FORUM OF AGRICULTURAL ROBOTICS (FIRA)

### 1. SCOPE OF APPLICATION

These general terms and conditions (hereinafter referred to as the "**FIRA General Conditions of Partnership**" or "**FIRA GCP**") are applicable to any partner (hereinafter referred to as the "**Partner**"), exhibitor or non-exhibitor, participating in any form whatsoever in the International Forum of Agricultural Robotics (hereinafter referred to as "**FIRA**"), organized annually by the **Global Organization For Agricultural Robotics**, an association under the French Law of 1901 domiciled at 235 rue de la Montagne Noire, 31750 Escalquens (hereinafter referred to as "**GOFAR**" or "the **Organizer**").

FIRA is held annually on the dates and places determined by GOFAR and specified in the partnership kit.

In addition to the virtual format accessible through a dedicated platform (hereinafter referred to as "**ONLINE EVENT**"), GOFAR offers a physical format (hereinafter referred to as "**ON-SITE EVENT**"). The ONLINE EVENT will be held, either in addition to the FIRA ON-SITE EVENT, or in place of the FIRA ON-SITE EVENT if the latter cannot be maintained for a reason beyond the control of GOFAR (Force majeure).

These FIRA GCP apply to all FIRA partnerships, regardless of the ON-SITE EVENT or ONLINE EVENT format. The FIRA GCP together with the partnership kit given to the Partner and the quotation for the type of partnership chosen, form an indivisible whole which governs the essential and determining conditions of the Partner's participation in FIRA.

As part of his/her request to participate, the Partner declares to have read these FIRA General Conditions of Partnership (as well as all the information regarding the details of the partnership).

Any admission to FIRA implies the Partner's full and unreserved adherence to these FIRA General Partnership Conditions as well as to all the documents referred to therein.

### 2. TERMS OF PARTNERSHIP

The various terms of the FIRA partnership are presented in the partnership kit given to the Partner. The partnership concerns the ON-SITE EVENT version, which may be cancelled under the conditions set out below if the context, particularly health, makes it impossible to hold;

The partnership may cover the ONLINE EVENT version of FIRA or both versions (hybrid partnership) if necessary.

The type of partnership chosen by the Partner is the subject of a quote with the price of the partnership.

As soon as the Partner signs the quote, whatever the type of partnership chosen, the latter is committed and benefits from all the communication and visibility services for all the participants and partners as described in the partnership kit.

The date and duration of FIRA, both for the ON-SITE EVENT and for the ONLINE EVENT, are those mentioned in the partnership kit, on the FIRA website and in the quote provided by the Organizer.

### 3. PRICES

All prices indicated on documents issued by the Organizer or on the FIRA website are expressed in Euros, exclusive of tax. In accordance with the legal and regulatory provisions applicable to services, prices will be increased by the value added tax at the current rate, if applicable (for information, 20% VAT for French Partners, exemption for EU Partners and VAT not applicable for Partners outside the EU).

The price of the partnership depends on the type of partnership chosen by the Partner, as set out in the partnership kit and as mentioned in the quote given by the Organizer to the Partner.

#### **4. TERMS OF PAYMENT**

The participation of the Partnership is to be paid to the Organizer as follows:

The entire amount of the partnership is to be paid at the signature of the quote according to the invoice issued by the Organizer.

This sum is definitively acquired by the Organization for the communication and visibility services from which the Partner benefits as soon as the quote is signed.

(in the event of cancellation, this part of the price may either be switched to the ONLINE EVENT version, or reimbursed to the Partner under the conditions of these FIRA GCP article "CANCELLATION - MODIFICATION" hereafter).

All GOFAR invoices must be paid by the Partner within a maximum period of thirty (30) days from the date of the invoice. No discount will be granted for early payment.

The full price must in any case be paid before the start of FIRA, whether it is the ON-SITE EVENT or the ONLINE EVENT.

Any request for partnership within thirty (30) days of the opening of FIRA must be paid in full by the Partner no later than eight (8) days after the date on which the invoice is sent to the Partner.

This period shall be reduced to two (2) days if the partnership quotation is signed less than 8 (eight) days before the opening of FIRA.

Any additional request made after the Partner has signed the quote is payable in full at the time of order.

The communication and visibility services will be provided upon receipt of the deposit by the Organizer.

#### **5. LATE OR NON-PAYMENT**

Any sum due and not paid by the due date indicated on the invoice, automatically results in the application of:

- Penalties of 10% of the total unpaid amount, which will begin to run the day after the due date indicated on the invoice.
- A lump-sum payment of € 40 for collection charges shall be due per unpaid invoice on its due date, and can be increased up to the real costs incurred by the Organizer to recover the debt if they are higher (art L441-10 of the French Commercial Code).

In addition, in the absence of payment of the full price of the partnership on the opening day of FIRA, the Organizer may suspend the Partner's participation in all or part of the event without prior formality until the price has been paid in full.

#### **6. CANCELLATION - MODIFICATION**

##### **6.1. COMMITMENTS OF THE PARTNER:**

The Partner is irrevocably committed to participate in FIRA under the conditions agreed with the Organizer, upon acceptance by the Partner of the conditions of participation in FIRA defined by the Organizer, and upon the Partner's signature of the quote that includes the conditions of the chosen partnership. 30% on the total amount paid upon signature of the quote corresponding to the communication and visibility services from which the Partner benefits as soon as he/she signs the said quote remains definitively acquired by the Organizer.

##### **6.2. Cancellation - modification of the conditions of the FIRA ON-SITE EVENT format by the Organizer:**

Regarding the on-site version of the event, the Organizer reserves the right at any time to modify the opening date or the duration of FIRA, its location within less than one hundred (100) kilometers from the initial venue, the general layout, the opening and closing times, the admission fees, if an event external to the Organizer required such adaptations in the interest of the proper running of FIRA, the good visibility of the partners and the interest of the participants.

In the event of a change in the dates and/or the venue hosting FIRA, this change will be notified to the Partner. Unless the Partner withdraws his/her request to participate by registered letter with acknowledgment of receipt sent to the Organizer within fifteen (15) days of the said notification of change, the new dates and/or new venue hosting FIRA shall be deemed accepted by the Partner.

If the change is notified less than thirty (30) days from the date initially scheduled for FIRA, and in

the event that the Partner refuses the modifications notified within the aforementioned period of fifteen (15) days, the Partner shall be entitled to:

1. allocate this sum as a deposit for the next edition of FIRA;
2. the refund of his/her participation, after deduction of the deposit corresponding to the costs of online and press communication and all the services already provided.

The Partner shall under no circumstances obtain reimbursement of any expenses incurred personally such as transportation and accommodation costs.

### **6.3. Cancellation by the Organizer:**

The provisions of this paragraph are applicable if and only if the entire FIRA, both in the ON-SITE EVENT and the ONLINE EVENT versions, were to be cancelled outright, without any postponement or alternative being put in place by the Organizer.

The Organizer may cancel or postpone the event if it is established that the number of registrants is notoriously insufficient. Unless otherwise agreed by the parties to assign the participation paid by the Partner to other services, the Partner will then be refunded the amount of his/her deposit or participation fee, minus the online and press communication costs and all services already provided (see article " TERMS OF PAYMENT " of the FIRA GCP).

The Partner shall under no circumstances obtain reimbursement of any expenses incurred personally such as transportation and accommodation costs.

In any event, the Organizer shall not be held responsible for the non-performance of its obligations in the event of force majeure under the conditions provided for in the article " FORCE MAJEURE " hereafter.

### **6.4 Cancellation, modification by the Partner:**

In the event of withdrawal, refusal, cancellation or modification requested by the Partner, the Organizer will be released from any obligation towards the Partner and the Partner will not be entitled to claim either the postponement of the event to another date, or the reimbursement of the sums already paid and retained by the Organizer as a cancellation compensation.

In the event of cancellation less than thirty (30) days before the start of FIRA, the full amount of the partnership is due and the Partner will be required to pay any sum that he/she has not yet paid.

Any cancellation by the Partner must be notified to the Organizer in writing.

## **7. LIABILITY - INSURANCE**

### **7.1 Organizer's liability - limitation:**

The Organizer is insured against the direct consequences of its activity in its capacity as FIRA organizer.

This liability shall under no circumstances be extended to any damage caused by third parties to visitors, exhibitors and partners.

The Organizer is not liable for any damage caused to the property of the Partners, or placed in its care, which would not be the direct consequence of a breach or fault of the Organizer.

### **7.2 Partner's liability:**

For the ON-SITE EVENT version, the Organizer is not liable for any damage that the Partner, exhibitor and/or participant in FIRA could cause to third parties including the manager and the owner of the site hosting FIRA.

The Partner therefore undertakes to take out, at least ten (10) days before the scheduled FIRA setup date, an insurance with a company that is reputedly solvent and this insurance policy shall cover the financial consequences of all the responsibilities that may be incumbent upon the Partner by reason of bodily, material and immaterial damages caused to third parties, including the site manager and the site owner, as a result of his/her activity during his/her participation in FIRA (including during the installation and dismantling periods).

The Partner undertakes, upon first request from the Organizer, to provide the Organizer with the corresponding valid certificate from his/her insurer stating the guarantees taken out, their amount and their period of validity. Failing this, the Organizer reserves the right to deny the Partner access to FIRA, without this giving rise to compensation.

## **8. FORCE MAJEURE**

The Organizer shall not be held liable for any breach of its obligations if the Organizer has been prevented from performing its obligation by an event of force majeure. Force majeure occurs when an event beyond the Organizer's control, which could not reasonably have been foreseen at the time the contract was concluded, and the effects of which cannot be avoided by appropriate measures, prevents the performance of its obligation by the debtor.

The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of the French courts and tribunals: pandemic, lockdown or curfew measures preventing the event from taking place, administrative closure of the site where FIRA was to take place, earthquakes, storms, fires, floods, lightning or even the shutdown of telecommunication networks, riots.

If the impediment is temporary, the performance of the obligation will be suspended until the impediment no longer exists:

- If the impediment has not resulted in the postponement of FIRA, then the Partner shall remain bound by the commitments incumbent to him/her under the conditions of these FIRA GCP.
- If the impediment has led to the postponement of FIRA, the Organizer will inform the Partner in writing of the conditions for postponing the event.  
The Partner will have the option of either accepting these conditions and continuing to participate under the conditions initially provided for as modified, or canceling his/her participation without indemnity or compensation.  
The Partner shall notify the Organizer of his/her choice in writing within fifteen (15) days of receiving information on the new conditions of FIRA sent by the Organizer. In the absence of a written response to the Organizer within the aforementioned fifteen (15) day period, the Partner shall be deemed to have accepted the conditions of postponement of the event and shall be bound towards the Organizer.

If the impediment is permanent, the Organizer may cancel the event until the last day. The contract with the Partner will then be automatically terminated and the parties released from their obligations for the future. The Organizer will notify the Partner in writing as soon as possible and no compensation or indemnification will be due from either side. The amount of all communication and visibility services provided for the Partner remains with the Organizer.

## **9. PROVISIONS SPECIFIC TO THE FIRA ONLINE EVENT only in the case that the 2025 edition is switched to virtual format due to a MAJOR FORCE**

Information relating to the services and access to the platform on which the FIRA ONLINE EVENT is organized is detailed in the partnership kit.

The terms of use of the platform are available directly on the said platform.

The Organization communicates the login details to the Partner to allow him/her access to the platform when his/her registration is validated or at the latest when the platform is opened. These usernames and passwords are personal to the Partner. The Partner undertakes not to communicate them to a third party.

The Partner is required to ensure that the configuration of his/her computer systems and internet connection allow optimal access and use of the platform. The Organizer is not responsible for any inaccessibility or difficulty in accessing the Platform of the virtual event due to the obsolescence of the Partner's computer systems, to a configuration defect, to any difficulty related to telecommunication networks or to a cyber-attack.

The platform allows the exhibiting Partner to create a virtual booth for FIRA in compliance with the platform's rules of use.

The Organizer undertakes to provide all the tools and resources necessary to set up a virtual booth within six (6) weeks before the event. Dedicated support will be offered. The services of the booth will remain similar to those provided for an on-site exhibition area. The conditions of participation and the services offered will be in accordance with those specified in the partnership kit received by the Partner.

The Partner undertakes to create and supply his/her virtual booth in terms of content feed and

configuration, and to ensure constant availability with consideration of time differences. The Partner also undertakes to be equipped with a good internet connection in order to ensure quality flow and exchanges.

He/she commits to respond to the requests of the participants and the Organizer to make this format a success.

The Partner will adapt his/her time of presence according to the adjusted schedules of this virtual FIRA.

As the virtual event is configured in English only, the Partner will make sure to offer suitable content.

Should a technical problem arise, before the event opens, following the digital installation of the booth and the provision to the Partner of a dedicated "administrator" access, the Partner shall notify the Organizer (Technical Service) as soon as possible of any technical problems detected. For the duration of FIRA, the Organizer cannot be held responsible for technical problems related to "untested" modifications by the Partner.

## **10. SPECIFIC PROVISIONS FOR EXHIBITION AREAS: FIRA ON-SITE EVENT EXHIBITION BOOTH**

### **10.1 Assignment of locations:**

The Organizer draws up the floor plan of the event and assigns the locations.

Unless otherwise stipulated, registration shall not confer any right to the use of a particular location. Participation in previous events shall not entitle the Partner to a specific location.

The Organizer reserves the right to modify the layout of the surfaces every time it is in the best interest of the event.

For information and if the venue is suitable, the plans communicated and the designation of the lots shall include dimensions or technical characteristics that are as precise as possible. The Partner must ensure that the exact dimensions are known before the installation.

The Organizer shall not be held responsible for any slight differences that may be noted between the dimensions or technical characteristics indicated, and the actual dimensions of the location, or actual technical characteristics, nor for changes in the environment of the booths (modification of neighboring booths, reconfiguration of aisles, exhibition hall ...).

### **10.2 Failure to occupy:**

Booths or locations not occupied at the opening of FIRA may be allocated to another exhibitor, and the Partner who is not installed shall not be entitled to claim any damages whatsoever nor the reimbursement of sums he/she paid.

### **10.3 Transfer or Subletting:**

The transfer of all or part of the booth or location is prohibited.

However, with the prior agreement of the Organizer, several Partners may occupy the same booth jointly.

### **10.4 Modifications to the booths:**

At the time of taking possession of the booth allocated to him/her and within two (2) hours from the availability of the booth, the Partner shall notify the Organizer (Technical Service) of any damage that may exist on the said booth. After this period, any repairs to be carried out will be charged to the Partner.

It is forbidden to cut or damage in any way whatsoever the booth partitions, floors or ceilings and any material provided in the booths by the Organizer. It is strictly forbidden to use the walls, posts or floors of the stands as supports for weight or mechanical forces: any infringement would entail the full responsibility of the exhibiting Partner in case of deterioration, inconvenience to neighbors or accident.

Any signage other than that put in place by the Organizer is prohibited.

### **10.5 Installation and release of the locations:**

The Partner, or the Partner's duly accredited representative, must be present on his/her booth from the start of the installation to its dismantling, and for the complete evacuation of the booth.

The installation of booths, products and specific items must be done by the Partner and under the responsibility of the Partner, within the deadlines and schedules set by the Organizer.

After this period, the Organizer may have the objects found on the FIRA site transported to a storage unit facility chosen by the Organizer, at the Partner's expense, risk and peril, and without being held responsible for total or partial damage.

The Partner shall remain liable for any accidents or claims that may arise from the non-performance

or late performance of these requirements.

The Partner shall personally supervise the equipment and goods on the premises during installation and dismantling times, and shall personally provide for their transportation and receipt.

The Partner is obliged to leave the locations, sets and equipment made available to him/her as he/she found them. Any damage caused by the Partner's installations or goods, in particular to the equipment, the building or the occupied floor space, will be evaluated by the technical services of the Organizer and charged to the Partner responsible.

### **11. ACCESS TO THE FIRA ON-SITE EVENT**

Access to FIRA is only authorized to persons who are validly registered. No person shall be admitted to the event without presenting a permit issued or approved by the Organizer.

The Organizer reserves the right to prohibit entry or to have any person, visitor or exhibitor expelled, whose presence or behavior would be prejudicial to the security, tranquility or image of the event.

"Partner passes" or badges giving access to the event are delivered to the Partner, under conditions defined by the Organizer. The Partner receives invitation codes for persons or companies that the Partner wishes to invite, under conditions defined by the Organizer. Unused promo code credits shall not be returned, refunded or exchanged.

### **12. VISIBILITY**

The Partner shall be solely responsible for the content of the information he/she provided and intended to be used by the Organizer through publications online on the FIRA's communication tools or press communication, and in particular the products and/or services, characteristics, performance, etc.

The Partner assures the Organizer of the lawfulness of the said information, in particular of the respect of the intellectual property rights of third parties, the standards of Corporate Social Responsibility (CSR) as well as the legislation in force concerning the designation, the offer, the presentation, instructions for use, description of the scope that it presents online as well as the advertising.

The texts, logos, illustrations, photographs and visuals, products and brands are disseminated under the sole responsibility of the Partner who holds alone the possible reproduction rights.

The Partner guarantees the Organizer against any amicable or legal recourse from a third party.

### **13. PHOTOS / BRANDS**

The Partner expressly authorizes the Organizer, free of charge and to promote agricultural robotics:

- to take, if desired, photos and/or videos featuring the Partner and the Partner's team members, as well as the products displayed on his/her booth;
- to use any such images freely on all media, and in particular advertising (including Internet), in France and abroad, and without any time limit as from the date of signature of this request to participate;
- to quote and reproduce, free of charge, the Partner's brand or corporate name as a commercial reference for the purposes of its communication on any media (including Internet), both in France and abroad, and without any time limit from the date of signature of this request to participate.

Any Partner who does not wish all or part of his/her booth or one of the elements therein (logo, brand, model ...), or team members to appear on the videos and/or photos and/or the internet media used for the promotion of FIRA, shall advise the Organizer in writing before the opening of FIRA.

In addition, any Partner who wishes to take pictures of FIRA must inform the Organizer in writing beforehand. In this respect, the Partner shall personally obtain the necessary authorizations to take pictures within the framework of FIRA and shall be solely responsible for complying with any image rights of each Partner.

### **14. CATALOG**

Only the Organizer has the right to publish, to have published and to distribute the FIRA catalog. The information necessary for the drafting of the catalog will be provided by the Partners under their responsibility. The Organizer shall not be responsible for any omissions, reproduction, composition or other errors that may occur.

### **15. PERSONAL DATA**

The Organizer, as data controller, processes the Partner's personal data for the purpose of managing his/her request for partnership and participation in FIRA, and in the context of his/her business relations with the Organizer. This information and the Partner's personal data are also processed for security purposes in order to comply with the Organizer's legal and regulatory obligations, and to enable the Organizer to improve and personalize its services. Depending on the choices made by the

Partner regarding his/her partnership, the Partner may also receive, through all channels, business proposals and news relating to the activity and services of the Organizer in connection with FIRA. Where applicable, the Partner's data may be processed, on the basis of consent that he/she may withdraw at any time, to send him/her, through all channels, business proposals and news concerning other promotional activities of GOFAR.

Only the Organizer's internal teams and the authorized service providers involved in the organization and management of FIRA have access to the Partner's personal data.

With the Partner's consent, this personal data may be disseminated to other FIRA partners and participants.

In accordance with the applicable regulations, the Partner has a right of access, a right of rectification, a right of opposition to the processing of his/her data, a right to erasure and limitation of processing and a right to the portability of his/her data, which he/she can exercise, at any time, by electronic or postal means, at the following address: Association GOFAR 235 rue de la montagne noire - 31720 Escalquens - France or [gwendoline@fira-agtech.com](mailto:gwendoline@fira-agtech.com) .

Finally, the Partner has the right to lodge a complaint with the "Commission Nationale de l'Informatique et des Libertés" (CNIL - The French data protection agency).

The Partner's personal data is kept for the duration of his/her business relationship with the Organizer.

The data necessary for establishing proof of the said relationship, those necessary for the execution of these general conditions and those necessary for the Organizer to comply with the legal and regulatory obligations to which it is subject are kept in accordance with the provisions in force.

Within the framework of the ONLINE EVENT version of FIRA, the Platform has implemented technical and organizational measures to ensure the protection and confidentiality of its users' personal data. The terms of confidentiality and personal data protection by the platform are detailed in the personal data privacy policy accessible on its website.

## **16. APPLICABLE LAW AND DISPUTE RESOLUTION**

These FIRA GCP and all contractual documents relating to the FIRA partnership are subject exclusively to French law.

The parties undertake to seek an amicable solution to any dispute between them before any referral to a court. In the absence of an amicable solution between the parties within a reasonable time and, in any event, in the absence of an amicable solution within a period of two (2) months from a formal notice sent to the other party, the dispute between the parties shall be subject to the exclusive jurisdiction of the courts of Toulouse (France - 31), even in the event of multiple defendants.

## **17. RESOLUTORY CLAUSE**

In the event of any serious or repeated failure to comply with these FIRA GCP, the Organizer may, one (1) month after formal notice has been sent to the Partner and has remained unsuccessful, automatically proceed as of right to the immediate termination of the partnership and the termination of all the services included, without the Partner being entitled to claim any financial or material compensation from the Organizer.

This is particularly the case for non-payment of the price, lack of insurance, non-conformity of the layout, non-compliance with safety rules, non-occupation of the booth, presentation of products not in conformity with those listed in the admission application, or in the event of abnormal use of the online platform.

In such a situation, the amount paid for the Partner's participation shall be retained by the Organizer, without prejudice to the payment of the balance of the price, any outstanding sum or any other damages.

The costs incurred by the Organizer's intervention (bailiff fees and closing costs) shall be charged to the Partner.

Also as a result of the foregoing, the Organizer shall be entitled to refuse admission of the Partner to any of its actions for a period of three (3) years.

Date :

Signature :

(All pages are to be initialed)