

JEWELRY ARTS FAIR - HÔTEL DE L'INDUSTRIE

24 - 27 NOVEMBER 2023 / PRIVATE VIEWING 23 NOV EVENING

ENTRY REQUEST FORM

(REGISTRATION CLOSES ON 15 JUNE 2023)

COMPANY INFORMATION				
Company Corporate Name:				
VAT Number:				
Name, First Name:				
Address:				
Post Code:	City:			
Country:				
Website:				
Email:				
Telephone:				
• Stand (7, 9, 12 m ² specify)* :	m² x	880 € ex. VAT =		€ ex. VAT
OR		0.500 0		
• First showcase (counter)*:	Χ	2 500 € ex. VAT =		€ ex. VAT
additional showcase (counter or column	ın)* : x	2 000 € ex. VAT =		€ ex. VAT
+				
Handling Fee :	1 x	100 € ex. VAT =	100	€ ex. VAT
• ½ place in a safe deposit box*:	X	400 € ex. VAT =		€ ex. VAT
• 1 place in a safe deposit box* :	X	800 € ex. VAT =		€ ex. VAT
Extra page in reference booklet*:	X	600 € ex. VAT =		€ ex. VAT
	TOTAL ex. VAT :			€ ex. VAT
	VAT 20 % :			€
	TOTAL incl. VAT :			€ inc. VAT

^{*} All the details are in the presentation file





PAYMENT SCHEDULE

- Deposit 40 % of total costs (incl. VAT) due at time of order
- Interim payment 30% (incl. VAT) due before 15 may 2023
- Balance 30% of total costs (incl. VAT) due 15 july 2023

In the event the payment schedule is not respected, the organiser reserves the right to reassign the Exhibition spaces not paid for at due dates, in application of general terms & conditions.

MEANS OF PAYMENT

Wire Transfer MYRTILLE & CHARLOTTE



Issuer is responsible for payment of all banking fees (to be indicated to your financial institution)



SIGNATURE

I, the undersigned, accept the below GENERAL TERMS & CONDITIONS of the Exhibition which I declare I have read, as well as documents they may refer to.

I, the undersigned, declare I hereby waive any and all recourse against the company the premises in which the Exhibition is held, as well against the organizer or another exhibitor, or against any person acting on behalf of the aforementioned parties.

IMPORTANT INFORMATION – All stands must be free of packaging, suitcases, and other boxing elements one hour before the private viewing – Failure to do so will result in a penalty fee of 300€.

REMINDER -

It is reminded that exhibitors are fully liable to the traceability of objects and works of art on display and of their actions in the course of this event. The organiser's liability cannot be engaged in any way.

In the event of a request aimed at the organisers aiming and exhibitor's act or piece of jewellery, the exhibitor will compensate the organisers for all expenses occurred for defence and potential sentences received. Exhibitors guarantee the authenticity of the pieces exposed and/or sold as well as the authenticity of all communicated information such as but not limited to their origins, dates or source.

Exhibitor insurance is not included in the attached prices. Exhibitors must provide their own liability insurance and their own coverage for their jewellery.

Bank transfer of	€ on//			
(Any application form missing the 40% deposit will not be considered)				
Civil Liability Certificate				
(Any application form missing the Civil Liability Certificate will not be considered)				
Place:	Name of signatory:			
Date:	Position of signatory:			
Signature and company stamp:				



TERMS & CONDITIONS

ARTICLE 1: OBJECT

TIMELESS JEWELS is an Exhibition dedicated to jewellery creators, jewellery brands, and antique jewellery dealers. The present GENERAL TERMS & CONDITIONS are SALES CONDITIONS with the purpose or defining the conditions of organisation and operation of the Exhibition with which participants (Exhibitors) and Organisers will refer to for the needs of their contractual relationship. It is completed by the clauses of the APPLICATION FORM, the EXHIBITOR'S GUIDE and potential SPECIFIC CONDITIONS. In the event that the owner of the Exhibition premises-imposed specifications to the Organisers for the implementation of the event, this would constitute the SPECIFIC CONDITIONS the exhibitor is bound to respect. Any modification of the contract which would have as object / effect to modify its terms will be subject to a prior written agreement signed between both parties. In the event of any contradiction between various documents, it is agreed to hold the following order of preference: these GENERAL TERMS & CONDITIONS, the APPLICATION FILE, the EXHIBITOR'S GUIDE and the SPECIFIC CONDITIONS.

ARTICLE 2: EXHIBITION ADMISSION PROCESS

Anyone wishing to exhibit will apply via the APPLICATION FILE that will be sent to the Organisers at their mentioned address. The APPLICATION FILE mentions the date by which all parts of the application must be sent, and which attachments will condition the admissibility of the APPLICATION FILE. The Organisers will only examine complete APPLICATION FILEs that comply with all listed criteria. In the event of an incomplete APPLICATION FILE, it will not be sent back to the applicant except when requested and at the applicant's expense. In the event your application is not accepted, deposits will be refunded minus a handling fee, without entitling applicant to any compensation fees or interest. The Organisers are not bound to motivate their decision in regard to APPLICATION FILE admissibility.

Sending the APPLICATION FILE constitutes a binding final and irrevocable engagement to pay the complete cost of rent of the Exhibition space and any ancillary costs according to the payment schedule described in the APPLICATION FILE, unless the Organisers refuse the application. The Organisers will address the applicant a written confirmation of the acceptation of their application, along with an invoice on which the first deposit payment will appear as well as all future charges.

ARTICLE 3: CONTROL OF APPLICATION FILE ADMISSIBILITY

An exhibitor may only present jewels of his manufacturing or conception or antique jewels he has for sale with exclusivity. The Organisers may, after careful examination, choose to exclude jewellery not in consistency with the exhibit's standards. In the event of the sale of a piece of jewellery with immediate delivery, the piece must be replaced by another piece, in order to respect the fair's artistic and visual coherence. Pursuant to provisions on authorised events, an exhibitor may not present products or materials not compliant with French Regulation, except for products or materials exclusively destined to be used outside the French Territory. An exhibitor may not advertise in a way to mislead, or which constitutes an act of unfair competition.

ARTICLE 4: EXHIBITION ORGANISATION

The organisation of the Exhibition, including the opening date, duration, location, opening hours, access prices are determined by the Organisers, as presented in the EXHIBITORS GUIDE. In case of an extension of the duration of the Exhibition, exhibitors may be allowed to close their stands at the time initially agreed, without removing the jewellery on display or changing the appearance of the stand before the new date or operating hours settled by the Organisers. In the event the Exhibition could not take place due to unpredictable, economical, major reasons (such as but not limited to fire, flooding, destructions, insecurity risks, national strikes, terrorist threat, acts of God...), all application requests will be cancelled and all sums available after payment all expenses occurred by the Organisers will be paid back to exhibitors by the Organisers in proportion to the amounts paid by each of them. The exhibitors entrust the Organisers to judge if the Exhibition must be interrupted or evacuated due to unpredictable, economical, major reasons or in case of public security threat and not hold him responsible. The exhibitor undertakes to respect and ensure respect of the provisions of the technical file in the EXHIBITORS GUIDE.

 <u>Initials:</u>



ARTICLE 5: EXHIBITION SPACES ORGANISATION TERMS & CONDITIONS

The Organisers establish the Exhibition floor plan and selection of stand spaces according to requirements expressed at registration, taking into account the EXHIBITORS GUIDE and, if necessary, the registration dates of participants. The Organisers can modify the importance and layout of surfaces requested by exhibitors. This modification does not allow the exhibitor to terminate unilaterally its participation engagement. The configuration of the Exhibition space and location of the stand, as well as the associated artwork will be communicated with a floor plan. The Organisers cannot be held responsible in the event that at difference appeared between the indicated quotes and the real dimension of the exhibiting space.

The Organisers cannot in any case reserve a space or guarantee one from one session to another. Furthermore, participating in previous editions does not create any sort of right or priority in the selection of spaces for a participant.

ARTICLE 6: INSTALLATION & DECORATION OF EXHIBITION SPACES

The Organisers determine the planning of erection and installation of the stands prior to the opening of the Exhibition. The Organisers also determine the dates and times for dismantling the stands, and removing equipment, materials and products as well as uninstallation of the site at the end of the Exhibition. With regard in particular to the dismantling and removal of stands and reinstallation of the site, the Organisers may complete tasks that have not been carried out by the exhibitor within the deadlines, for which the exhibitor accepts all costs and risks. If an exhibitor should fail to vacate the site in due time, the organiser shall be entitled to penalties and damages (10% of the Exhibition costs).

Each exhibitor provides for transport and reception of goods sent to him. He must act in accordance with the Organiser's instructions concerning the delivery and dispatch of goods, particularly regarding vehicle circulation within the confines of the Exhibition. Under no circumstances shall products and materials brought to the Exhibition, leave the Exhibition until it has ended. Stand installation is in accordance with the plans draw up by the Organisers. Exhibitors are responsible for the specific decoration of their own stands. They shall comply with safety regulations issued by the public authorities and adhere to the general layout for decoration and signage drawn up by the Organisers. The Organisers decide the specifications of how visual information is displayed and the conditions governing the use of all sound, light or audiovisual techniques, as well as the conditions under which all shows, attractions promotional activities, surveys or opinion polls may be carried out within the confines of the Exhibition. The Organisers decide on the conditions in which photography or sound recording is authorised within the confines of the Exhibition.

The Organisers reserve the right to require that any fitting detrimental to the general appearance of the Exhibition, to neighbouring exhibitors or the public, or which does not conform to the layout and model submitted for his prior approval, shall be removed or modified.

The Organisers may withdraw an authorisation already given in the event of hindrance caused to neighbouring exhibitors, to circulation or to the running of the Exhibition.

ARTICLE 7: RECONDITIONING

The Organisers accept no liability in relation to the installations and constructions built by exhibitors. All exhibitors take delivery of their spaces in the state where they find them and shall leave them in their initial condition. Any damage, especially inside the Exhibition spaces and installations, caused by an exhibitor or by his installations, merchandise, or material is the responsibility of the exhibitor. Cleaning of Exhibition spaces is performed in the conditions and timeframe presented in the EXHIBITORS GUIDE.

ARTICLE 8: FINANCIAL TERMS & CONDITIONS

Besides the conditions included in the APPLICATION FORM, the price of stand rental is decided by the Organisers and may be revised by the Organisers if there is a modification to its components, including but not limited to variations in the cost of materials, labour, transportation and services as well as tax and social charges. Payments of Exhibition spaces and associated costs are due at due dates and as determined by the Organisers in the APPLICATION FORM receive by the exhibitor. For any late application, the first payment due is equal to all sums already due at the considered date. This applies also to exhibitors on a waiting list who benefit from the allocation of Exhibition space in favour of an exhibitor's withdrawal. Failure to pay at due dates will result in the immediate payment request of the entire debt and a fixed penalty of 10% of the amounts due and not paid, in addition to the application of a late payment penalty at a rate equal to one and a half the legal interest rate. Debt collection costs shall be payable by the debtor. Furthermore, should an exhibitor fail to pay on due dates and by the specifications stipulated in the preceding article, the Organisers shall be entitled to apply the conditions contained in article 9 «Withdrawal» and benefit from the unused Exhibition space. Debt collection costs shall be payable by the debtor.

<u>Initials:</u>



ARTICLE 9: WITHDRAWAL

In the event of the withdrawal of an exhibitor or failure to respect the payment schedule, or in the event on non-occupation of exhibiting space by an exhibitor for a day, for whatever reason, the Organisers have a recovery right of the space initially assigned to the defaulting exhibitor, and all amounts paid and / or due in part or in full for the Exhibition remain acquired to the Organisers even in the event another exhibitor benefitted from the space. The exhibitor's default will be proven by all means, and this will deprive the defaulting exhibitor of any right to claim on whatever basis, and all of the defaulting exhibitor's artwork will be removed.

ARTICLE 10: INTELLECTUAL PROPERTY

The exhibitor ensures the Organisers he holds or has obtained the intellectual property rights and authorisations on the texts, jewellery, drawings, graphics, photography and any other media whatsoever delivered and / or exhibited in the Exhibition. The Organisers will take no liability in this regard.

The Organisers will have the possibility to exclude exhibitors condemned in intellectual property, cases including counterfeiting. In the absence of an agreement between collection and allocation's societies of Rights (SACEM) and the Organisers, the exhibitor must deal directly with these societies or any other competent organisation if he uses music in any way whatsoever within the confines of the Exhibition, as the organiser declines all responsibility in this regard. The Organisers can verify all these agreements at all times.

ARTICLE 11: REPRODUCTION RIGHTS

The exhibitor allows the Organisers to reproduce and represent, for the life of the rights concerned, free of charge and on all territories, the goods, creations and brands he exhibits as well as texts, in all communication tools of the Fair, especially its website developed for the occasion, www.timelessjewels.fr (Internet, Exhibition catalogue, invitations, maps, promotional video...) as well as, more broadly, on all media dedicated to the promotion of the Exhibition (Photography, Press, Television, Internet etc.). The exhibitor allows the Organisers to possibly modify elements included in the APPLICATION FILE for the needs of TIMELESS JEWELS and for the realisation of the presentation catalogue especially the edition of text and photography for layout purposes. The exhibitor allows the Organisers to add comments to elements all included in the APPLICATION FILE. The above authorizations are granted free of charge from the date of submission of the APPLICATION FILE and for all future editions of the event.

The exhibitor ensures the Organisers and their beneficiaries that there is no restriction, including legal contractual and regulatory restrictions, forbidding him to grant the above authorisations. Exhibitors assure the organisers of a peaceable use of the elements attached following the list of their APPLICATION FILE. The exhibitor ensures also none of the elements he provides are counterfeit in the sense of the Code de propriété intellectuelle. The exhibitor hereby waives any claim of any kind due to the operation of the elements described in the APPLICATION FILE under the condition, provided it meets the above authorisations.

ARTICLE 12: PUBLIC LIABILITY INSURANCE OF THE ORGANISER

The Organisers are covered by a public liability insurance against all the financial consequences of their liability as Organisers. The Organisers do not provide any insurance to the exhibitors for losses they incur including but not limited to theft or damage of jewellery. Obligation of the Organisers is an obligation of means and they cannot be held liable for such damages. In pursuance of commitments vis-à-vis the companies owning and operating the Exhibition spaces, exhibitors and their insurers agree to waive all claims against these companies and their insurers due to any corporal, material and / or immaterial, direct and / or indirect fire, explosion or water damage, and for any operating loss.

<u>Initials:</u>
- www. myrtillocharlotto.com



ARTICLE 13: COMMUNICATION

The Organisers are the sole owners of publishing and marketing rights of the Exhibition's catalogue and of the catalogue's advertising pages.

They may subcontract all or part of these rights. Exhibitors provide under their responsibility all information transmitted for the preparation of the Exhibition's catalogue. The Organisers cannot be held responsible for omissions or errors of reproduction, composition or other, which can take place. The Organisers reserve the right to edit, remove or group entries wherever they deem fit, and to reject or amend the text that would be likely to harm other exhibitors. "Exhibitor Passes" giving access to the Exhibition are issued to exhibitors in the conditions determined by the Organisers. Invitations for guests that exhibitors would like to invite are issued to exhibitors in the conditions determined by the Organisers. Any unfair request and / or any other use may result in prosecution. Any unused passes or invitations are neither returned no reimbursed even when issued by the Organisers against payment. Only passes, invitations, or access tickets issued by the Organisers will allow access to the Exhibition.

ARTICLE 14: CANCELATION OR ADJOURNMENT OF THE EVENT BECAUSE OF UNPREDICTABLE CAUSES

In case of force majeure, the organisers may make the decision to adjourn the fair in case an event out the organisers" control occurs, unpredictable at the time of the contract's signature, and for which no measures can maintain the event. In such a case the contract's execution is adjourned to an ulterior date, until the end of the eventual ban period / event causing the fair adjournment.

In such a case, the following procedure will apply. A new calendar will be announced in a reasonable delay in regard to the quality of the event. Exhibitors and service providers will be notified of the new calendar, the contract will be extended to the new dates and all payments held. In the event of a cancellation at the anticipated date, especially if for imperious motive, the organisers may decide not to pursue the contract and will return deposits in proportion to each exhibitor's contract, limited to the available balance for the organizers, determined by the date at which the interruption occurs.

ARTICLE 15: GENERAL CLAUSES

Any breach of these terms & conditions and of conditions edited in the APPLICATION FILE and SPECIFIC CONDITIONS will result in the termination of the contract with immediate effect and under the liability of the failing party, and without other formalities. In the event the exhibitor's liability is engaged, the organisers will take all measures they consider necessary to secure their interests and any applicable dispositions ton ensure the continuity of the event, ensuring the exhibitor's negligence has any negative consequences on other exhibitors.

In the event of difficulties arising from the performance hereof, the Parties shall endeavour to resolve amicably and in default to confer jurisdiction to the Court of Paris for the resolution of disputes.

In accordance with the Data Protection Act 78-17 of 6 January 1978, the exhibitor has to the right to access, modify, rectify, and delete any personal information concerning them.

In:	Name of signatory:	
Date:	Function of signatory:	
Company stamp & signature, Preceded by the handwritten words "Read and approved":		



ELEMENTS TO PROVIDE US

In order to be able to announce you on our website, on the press kit, on social networks, we thank you for sending us in <u>hight definition</u> and <u>good quality</u>:

PICTURES:

- 7 cropped pictures munimum
- 7 pictures minimum with staging
- 1 portrait picture of you

For each picture it is essential to name them correctly:

Ex : exhibitor name + product name + technical details (materiel, gems) + photo crédit Wuthout this information the presse will not use it.

TEXT:

Presentation text

This text should be short (5-6 lines). If necessary, provide us with a short text and another more developed one.

VIDEO:

• Short videos of your products

This is not mandatory but can be useful on social networks and the montages we can do.



PLEASE SEND APPLICATION FORM TO

MYRTILLE & CHARLOTTE

34 avenue du Président Kennedy 75016 Paris, France

YOUR CONTACTS

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