

GENERAL TERMS AND CONDITIONS

Subject to the terms and conditions herein, the undersigned company (hereinafter referred to as the "**Exhibitor**") hereby rents from Expo Canada France Inc. (hereinafter referred to as the "**Organizer**") exhibition space at SIAL Canada 2025 to be held from April 29th to May 1st, 2025.

1. ACCEPTANCE OF THE TERMS AND CONDITIONS OF RENTAL AND SURFACE PLANNING

These General Terms and Conditions (the "**General Conditions**") shall apply to all exhibitors (hereinafter referred to as the "**Exhibitor(s)**") applying for admission to the Salon international de l'Alimentation (hereinafter referred to as "**SIAL Canada**"), organized by EXPO CANADA FRANCE INC. (hereinafter referred to as the "**Organizer**") taking place at the event site (hereinafter referred to as the "**Site**"). The Organizer's contact information is as follows: Head Office: 2120 Sherbrooke East, Suite 901, Montreal, Quebec, H2K 1C3 Telephone: +1 514-289-9669 or in Canada-USA +1 866-281 7425 (Toll-free) Fax: +1 514-289-1034 Website: www.sialcanada.com

SIAL Canada is reserved exclusively for professional visitors from the agri-food industry, as well as people who can demonstrate their involvement with the industry. Admission for these visitors is subject to a fee, set by the Organizer. Visitors aged 0 to 18 inclusively and pets, with the exception of school groups and guide dogs for the visually impaired, are at no time allowed on the Site. The Organizer does not provide on-site daycare. By signing the application form, the Exhibitor declares that he has read these General Conditions, that he accepts them and that he is satisfied with them. The Exhibitor also undertakes to acknowledge the Exhibitor's Manual and the Conditions of Participation and Use of the Online Platform, and to comply with these three documents. In particular, the Exhibitor declares that he has read and understood the dates, location and times of SIAL Canada.

Admission to SIAL Canada implies the Exhibitor's full and complete acceptance of these General Conditions and all the documents referred to herein, and the Exhibitor waives the right to invoke any contradictory document, including, but not limited to, its own general terms and conditions of purchase. Any amendment or restriction made by the Exhibitor, in any way whatsoever, to these General Conditions or to any of the documents referred to herein shall be considered null and void. Furthermore, it is expressly specified that the Exhibitor's admission to SIAL Canada shall in no way oblige the Organizer to admit the Exhibitor to SIAL's future events, nor shall it confer upon the Exhibitor any right of reservation or priority in this respect.

2. APPLICATION TO EXHIBIT

Any application to exhibit at SIAL Canada, whether submitted on paper or online, is subject to prior review by the Organizer, which has sole discretion to approve the application. During this preliminary review, the following criteria will be assessed and verified, without this list being exhaustive:

- the applicant's solvency;
- the compatibility of the applicant's activity with the SIAL Canada nomenclature;
- the compatibility between the applicant's products and services and SIAL Canada's positioning;
- the neutrality of any message the applicant may convey regarding SIAL Canada.

Any form of advocacy or militancy that could interfere with the orderly management of SIAL Canada is strictly forbidden. Any application form submitted by an applicant who has outstanding debts to the Organizer and/or is in legal dispute with the Organizer will not be considered. Unless the Organizer refuses the

application form within one (1) month of its receipt by mail or email, the signature of the paper or electronic application form constitutes a binding and irrevocable agreement on the part of the Exhibitor to pay the full rental and registration fee for SIAL Canada. In the case of an online request to reserve floor space on the SIAL Canada website, the Exhibitor must, in addition to registering, pay a deposit (or the full amount, depending on the reservation date) for the floor space reserved, in accordance with Article 4 hereof.

The rejection of an application form is a discretionary decision of the Organizer, for which the Organizer is not required to provide any explanation and shall not give rise to any claim for damages. The Organizer reserves the right not to process floor space reservation requests sent or validated online after the set registration deadline. After this deadline, the Organizer does not guarantee the availability of the floor space offered.

Regular rental and registration fees for individual exhibitors, pavilion organizers, collective direct and/or co-exhibitors when participating in a physical event:

Regular Package and registration fees include:

- 2 badges exhibitor per 100 sq ft
- 10 visitor invitations per 100 sq ft
- Listing on the online exhibitor list
- Free registration for the buyer program
- Free registration for conferences during the exhibition
- Access to your Exhibitor Space
- Right to participate in SIAL Innovation (subject to criteria)
- Listing in the digital catalog : NEW
- Access to mobile application and web: NEW

Gold Package and registration fees include:

- 5 exhibitor badges per 100 sq ft
- 100 visitor invitations per 100 sq ft
- 2 invitations to the networking evening on the 2nd day
- 1 VIP pass for the exhibition
- Listing on the online exhibitor list
- Free registration for the buyer program
- Free registration for conferences during the exhibition
- Access to your Exhibitor Space
- Right to participate in SIAL Innovation (subject to criteria)
- 1 press release on our website (to be provided by the exhibitor)
- Listing in the digital catalog : NEW
- Access to mobile application and web: NEW

Fees for represented brands:

Represented brands are products and services exhibited by a individual exhibitor and/or co-exhibitor and/or direct collective whose brand representatives are not physically present on the floor space.

3. INVOICING TERMS

All prices indicated on documents issued by the Organizer or on the SIAL Canada website are in Canadian dollars and are exclusive of taxes. In accordance with legal and regulatory provisions applicable to the sale of products and services, prices will be subject to sales tax at the applicable rate for Canadian resident corporations. Non-Canadian resident corporations will generally not be taxed on registration and exhibit space fees, except to the extent required by applicable tax laws, including the *Excise Tax Act*.

Exhibitors will automatically be charged a general management fee of CAD 25 +tx upon registration. The billing for open sides will be reviewed according to the final layout of the company's floor space.

4. PAYMENT TERMS

Payment of the amounts contractually owed by any Exhibitor registered for a physical participation (the "**Total Amount Due**") is made on the due dates and according to the terms set out below:

"Rebooking Rate" (until May 31st, 2024) payment terms:

- 25% before June 30th, 2024
- 25% by September 30th, 2024
- 50% by November 30th, 2024

Consideration period until June 30th, 2024

"Early Bird" rate (before November 1st, 2024) payment terms:

- 50% at the time of application submission
- 50% by December 31st, 2024

The full amount of the signed agreement is due at the withdrawal deadline.

"Standard Rate" (after November 1st, 2024) payment terms:

- 100% on registration by cheque, bank transfer or credit card. This sum will be reimbursed by the Organizer if the applicant is not admitted to exhibit.

A fee of CAD 25 +tx is charged for payment by bank transfer.

All other space applications placed after the Exhibitor has registered are payable to the Organizer in full on the date of the order, in Canadian dollars. If the 1st instalment is not paid by the date indicated in accordance with the above payment terms, the Exhibitor's "Early Bird" rate will be directly withdrawn, and the Exhibitor will be invoiced at the regular rate.

Payment of the sums contractually due by any Exhibitor registered for a participation is payable at 100% upon registration.

All amounts due under the signed contract are payable in full past the withdrawal deadline.

5. PAYMENT – LATE PAYMENT OR DEFAULT

Any amount due and unpaid by the due date shown on the invoice will automatically incur interest at a rate of 15% per annum calculated monthly (1.25%/month), starting the day after the due date shown on the invoice. It is specified that this compensation shall not limit the amount of other incurred costs by the Organizer for the purpose of recovering its invoice. Floor space will not be made available to Exhibitors until the outstanding balance has been paid. In the event of failure to pay the outstanding balance by the due date, the Organizer reserves the right to dispose of the floor space concerned and/or may prohibit the Exhibitor from occupying the reserved site; the full amount of the invoice remains payable to the Organizer in any event.

6. MODIFICATION OF REQUESTED FLOOR SPACE OR OF THE VIRTUAL PACKAGE ORDERED

Any request to modify the floor space requested must be made in writing to the Organizer, with the date of receipt of the request serving as proof for the application of the provisions described below. For any change in floor space, the Exhibitor will benefit from the rate in force on the date of the request. In the event of a reduction in floor space, 100% of the initial reservation will be due.

7. WITHDRAWAL BY THE EXHIBITOR

Any cancellation by the Exhibitor must be sent to the Organizer in writing. In the event of total or partial cancellation (reduction in floor space) by the Exhibitor of its application to exhibit at SIAL Canada, on any date whatsoever and for any reason whatsoever, the following terms and conditions shall apply:

- In the event of cancellation, any amounts already paid shall be retained by the Organizer, and any amounts remaining due shall become immediately payable, even if the floor space is subsequently rented to another Exhibitor. In addition, the Exhibitor will be required to settle all other outstanding invoices, including orders for additional services.
- Should an Exhibitor fail to occupy its floor space twenty-four (24) hours prior to the opening of SIAL Canada, for whatever reason, the Organizer may consider that the Exhibitor has cancelled its attendance at SIAL Canada and the above conditions will apply. This includes failure to obtain entry visa(s) to Canada for any or all of the Exhibitor's booth staff or personnel.

In this regard, the Exhibitor expressly waives the application of article 2125 of the *Civil Code of Québec*.

8. LIABILITY AND INSURANCE

Exhibitors are responsible for their employees, agents, suppliers and contractors and for the latter's employees or agents during their presence on the Site and at SIAL Canada and must, namely, ensure payment for their services in accordance with applicable laws and regulations.

The Organizer shall not be liable for any loss or damage caused by the Exhibitor to its employees or to third parties, nor for any loss or damage to the Exhibitor's property, nor for any theft of the Exhibitor's property, including during installation and dismantling. Consequently, the Exhibitor undertakes to underwrite before the scheduled date of installation of SIAL Canada and to maintain the insurance policies necessary for its activity during SIAL, including during the periods of installation and dismantling, including personal injury and death, theft and fire as well as against any liability that may arise therefrom for at least two million Canadian dollars (CAN\$2,000,000), which policies must satisfy the Organizer. The Organizer may request the Exhibitor to provide proof of such insurance by forwarding a copy of such insurance to the Organizer, together with proof of payment of the premium for the duration of SIAL Canada, covering the installation and dismantling periods, within thirty (30) days of signing the application form. The Exhibitor agrees to indemnify and hold harmless the Organizer from and against any and all liability for damages, claims, judgments and legal expenses resulting from loss of or damage to property and/or to third parties, as well as from injury to or death of persons, in connection with the use of the Exhibitor's floor space.

The Exhibitor agrees to comply with the rules and regulations embodied in the province's Occupational Health and Safety Act, and the Organizer may require the Exhibitor to provide proof of compliance within thirty (30) days of signing the application form.

9. SUBLETTING / CO- EXHIBITOR(S)

The Exhibitor may not advertise, in any form whatsoever, for non-exhibiting companies. The Exhibitor is also prohibited from transferring or subleasing all or part of the assigned floor space without the prior written approval of the Organizer. In the event of acceptance by the Organizer, the Exhibitor must pay a special rental and registration fee for each company present on the floor space, prior to the installation period. The Exhibitor guarantees that the companies present on his floor space comply with these General Conditions, the Exhibitor's Manual and the Conditions of Participation and Use of the Online Platform. The Exhibitor shall be liable for any breach of these General Conditions by companies exhibiting on his floor space.

The Exhibitor also indemnifies the Organizer against any and all claims, disputes, liabilities, judgments and disbursements that may arise from the companies present on the Exhibitor's floor space pertaining to their participation in SIAL Canada.

10. FLOOR SPACE

Information on the installation and dismantling of floor spaces can be found in the Exhibitor's Manual. The floor space and booth number assigned by the Organizer to the Exhibitor will be provided by means of a floor plan at a time determined by the Organizer. The Exhibitor will take possession of his floor space according to the schedule assigned by the Organizer. All floor space must be kept clean and pristine at all times. Packaging or any object not directly related to the presentation of products must be kept out of sight. At least one representative of the Exhibitor must be present on the floor space at all times during the opening hours of SIAL Canada, and the Exhibitor may not dismantle or remove his products before the closure of SIAL Canada.

a) Floor Space Planning

Preparation of the floor space is at the Exhibitor's expense. The Exhibitor must comply with the opening and closing schedules indicated in the Exhibitor Manual, and no deliveries or pick-ups of goods may be made in the building during the show exhibition hours.

The Organizer shall inform the Exhibitor of the measurements as accurately as possible. However, it is the Exhibitor's responsibility to have these measurements verified prior to setting up the floor space. The Organizer cannot be held responsible for any discrepancies between the dimensions indicated and those actually verified on site. The Exhibitor must respect the measurements actually verified on site; otherwise, if, in the opinion of the Organizer, he causes prejudice to his neighbor, he must modify his installation or pay the Organizer the necessary costs to modify his installation. Exhibitors with pop-up style umbrella stands must rent partitions in order to respect the general ambiance established in SIAL Canada's architectural rules. In all cases, hard partitions and flooring are mandatory.

Products must be displayed only within the confines of the floor space, in such a way as not to intrude on the aisles or cause any inconvenience to neighboring Exhibitors. In the event of infringement, the Organizer may have the products and equipment removed at the expense of the offending Exhibitor.

Exhibitors must create an ambiance appropriate to the products they are displaying, and pay special attention to the overall appearance of their floor space. Equipment and products must be fireproof and aesthetically organized.

Exhibitors must comply with the maximum heights for floor spaces and displays set by the Organizer and detailed in the Exhibitor Manual.

All Exhibitors must have their floor space and equipment layout plan validated by the Organizer, within the deadlines specified by the Organizer, either directly or through an outside service provider chosen by the Organizer. Once approved, this plan cannot be modified.

b) Reassignment of Exhibit Space

The Organizer reserves the right to modify the exhibition locations as shown on the floor plan, at its sole discretion and in the best interests of the tradeshow, without any right of recourse or compensation for the Exhibitor.

c) Use of floor space - Compliance with laws and regulations

The Exhibitor undertakes to comply with all legal and regulatory requirements applicable to its activities and/or to the activities and services it wishes to develop as part of its participation in SIAL Canada. In this regard, the Exhibitor must make all mandatory declarations and obtain all required authorizations or permits, to ensure that the Organizer cannot be prejudiced in any way. The Exhibitor also undertakes not to cause any inconvenience (sound, smell or other) to neighbouring Exhibitors, nor to interfere with the organization of SIAL Canada.

d) Good Condition

Unless otherwise stated, the premises and equipment made available to the Exhibitor by the Organizer are deemed to be in good condition. The premises and/or the equipment provided as part of the floor space installation must be returned to the Organizer in good condition. The Organizer is liable for any damage caused to the premises or to the floor space occupied, which is observed when the floor space is handed back.

e) Failure to Dismantle

If the Exhibitor fails to remove his exhibition material at the designated time, the Organizer may, at the Exhibitor's expense, remove the material and store it and/or ship it out using the exhibition's official carrier, at the Exhibitor's expense, and without any liability on the part of the Organizer.

11. ADMITTED PRODUCTS, BRANDS AND SERVICES

Only products in the directory shown on the Organizer's website will be admitted. Although priority will be given to products when space is available, specific services related to the above-mentioned products may also be admitted. The Exhibitor may only display on his floor space the products, brands and services admitted as listed in his application form or in his online floor space reservation request. The Exhibitor declares and guarantees that he is the owner of the intellectual property rights relating to the products or services presented on his floor space, or that he has been authorized by the owner of these rights to present these products, brands or services on his floor space. The Exhibitor certifies that the products or services presented comply with the safety standards imposed by the regulations in force, and assumes full responsibility for any defects in said products or services, without the Organizer being held liable.

A represented brand is a brand distributed by a individual exhibitor, direct collective and/or co-exhibitor declared at the show. The represented brand is not represented by a physical representative during the tradeshow, and only the individual exhibitor, direct collective and/or co-exhibitor are authorized to represent this brand at the tradeshow. Only companies that have paid the fee of CAD 70 per declared brand will be authorized to exhibit these brands.

The fee of CAD 70/brand applies to the first 5 registered trademarks, the 6th and subsequent ones being free of charge.

12. INTERNET AND VIRTUAL SERVICES

The Exhibitor is solely responsible for the content of the information he/she provided and intended to be posted on the SIAL Canada website or virtual platform, particularly concerning products and/or services, characteristics and performance. Texts, logos, illustrations, photographs and visuals, products and brands are displayed under the sole responsibility of the Exhibitor, who bears sole responsibility for any reproduction rights. The Exhibitor hereby warrants the Organizer against any claim by a third party, whether in or out of court.

13. INVITATION CARDS AND EXHIBITOR BADGES

Invitation cards may only be used to invite professional visitors from the agri-food industry. They may not be used for members of the Exhibitor's team. Invitation cards and Exhibitor badges may not be reproduced or resold, under penalty of prosecution and sanctions. In this respect, the Organizer reserves the right to confiscate invitation cards and badges whose fraudulent use (resale, reproduction, theft or other) has been brought to its attention. Only Exhibitor badges may be used for members of the Exhibitor's team.

14. DEMONSTRATIONS & EVENTS

a) Demonstrations

Demonstrations on stages elevated above the original floor level are forbidden. Demonstrations using microphones, public address or solicitation of any kind are strictly forbidden. The total or partial closure of floor spaces during SIAL Canada opening hours, and in particular during any demonstration, is forbidden without prior written authorization from the Organizer.

b) Events

Any attraction, show or animation within the floor spaces must be authorized beforehand by the Organizer. To this end, the Exhibitor must present a precise proposal (equipment and sound source used, type of animation, etc.). In all cases, the Exhibitor must comply with provincial and municipal noise legislation in force at the time.

Demonstrations and events must not in any way interfere with neighbouring Exhibitors, the flow of circulation or, in general, the orderly operation of SIAL Canada, failing which the authorization granted may be revoked without further notice.

15. ADVERTISING

All illuminated or audible advertising must comply with SIAL Canada's decoration regulations and be subject to the Organizer's prior written approval. Such approval will be granted provided that the advertising in no way constitutes a nuisance to neighbouring Exhibitors, to the flow of circulation, or, in general, to the orderly operation of SIAL Canada, failing which approval may be withdrawn without further notice. The distribution of flyers, vouchers and other printed material is strictly forbidden in the aisles and on public or common premises. The only authorized distribution of flyers, vouchers and other printed material relating to the products and services exhibited is within the Exhibitor's floor space. Opinion surveys are forbidden except with the prior written authorization of the Organizer.

16. COUNTERFEIT

The Exhibitor must ensure the protection and ownership of the intellectual and/or industrial property of the products, services, equipment and brands exhibited, in accordance with the legal and regulatory regulations prevailing at the time, the Organizer being held harmless in this respect, in particular in the event of a dispute with another Exhibitor. In the event of counterfeiting duly

established by a court ruling, regardless of its date, the Organizer may require the Exhibitor to comply with the ruling.

Should the Exhibitor fail to do so, the Organizer reserves the right to deny admission or to apply the sanctions provided for herein, without the Exhibitor being entitled to claim any compensation whatsoever.

17. DISCLOSURE

Exhibitors wishing to broadcast music on their floor space must inform the Organizer in writing beforehand. It is also hereby specified that the Exhibitor is solely responsible for compliance with intellectual property rights relating to the broadcasting of music on his floor space. Consequently, the Exhibitor must comply with all formalities required by organizations representing authors, artists and craftsmen, wherever they may be located. The Exhibitor warrants the Organizer against any action and/or claim by any third party arising from the Exhibitor's failure to fulfill its obligations in this respect.

18. PHOTOGRAPHY / BRANDS

The Exhibitor expressly authorizes, at no cost, the Organizer or any other organizer belonging to the SIAL GROUP:

- to produce, if he so wishes, photos and/or films representing him and his team members, as well as the products displayed on his floor space;
- to use these images freely in all media, including advertising (including the Internet), in Canada and abroad, for a period of five years from the date of signing the application form;
- to quote and reproduce free of charge its trademark, company name, trade names or product names, as a commercial reference for the needs of its communication, on all media (including the Internet), both in Canada and abroad, for a period of five years from the date of signing the application form.

The Exhibitor who does not wish all or part of his floor space or one of the elements represented therein (logo, brand, model, etc.) or certain members of his team to appear on films and/or photographs and/or the Internet media used for the promotion of SIAL Canada must give prior written notice to the Organizer before the opening of SIAL Canada. In addition, Exhibitors wishing to film or shoot SIAL Canada must inform the Organizer in writing beforehand. In this regard, the Exhibitor must obtain the necessary authorizations for filming within the confines of SIAL Canada, and will be solely responsible for compliance with the image rights granted to each Exhibitor and its employees.

19. SHOWGUIDE

Only the Organizer has the right to publish, or have published, and to distribute the SIAL Canada showguide. The information required for the showguide will be supplied by the Exhibitors under their sole responsibility, in a non-handwritten format and within the deadlines requested by the Organizer. The Organizer will not be held responsible for any omissions, errors in reproduction, formatting or other errors that may occur.

20. INTELLECTUAL PROPERTY OF THE ORGANIZER

It is specified that any element of the Organizer's intellectual and industrial property brought to the attention of the Exhibitor in the context of the exhibition's organization remains the exclusive property of the Organizer.

The Exhibitor thus refrains from using, in any way whatsoever, any element of the Organizer's intellectual and industrial property, without its prior written consent.

21. REGULATIONS

Exhibitors are required to be aware of and comply with all laws and regulations in force at the time SIAL Canada is held, enacted by the government authorities having jurisdiction over the Site, its layout and the business conducted there, or by the Organizer or the owner of the Site, in particular the ban on smoking in public places and fire, safety and health regulations. The Exhibitor must comply with the regulations and collective agreements of the trade unions with jurisdiction over the Site. The Organizer will prohibit the use of floor spaces that do not comply with said regulations, laws and collective agreements.

The Exhibitor agrees to obtain, at its own expense, any required licenses or permits, including but not limited to those issued by government agencies, trade or industry associations and any other third party, pertaining to the operation of its trade or business activities during the show.

22. EXHIBITOR'S MANUAL

All information concerning the details of the Exhibitor's participation at SIAL Canada will be provided, after the floor space has been allocated, in the Exhibitor Manual sent to each participant or accessible on the SIAL Canada website. The Exhibitor also undertakes to comply with all regulatory safety and preventive measures, customs formalities and floor space layout requirements.

23. CUSTOMS

It is the responsibility of each Exhibitor to complete all customs formalities applicable to materials and products imported from abroad. The Organizer cannot be held responsible for any inconvenience arising from these formalities. The Exhibitor hereby waives all rights of recourse and/or claims in this respect, and shall indemnify the Organizer for any prejudice he may suffer as a result of non-compliance with the necessary customs formalities.

24. FORCE MAJEURE: CANCELLATION, RESCHEDULING OR HOLDING OF SIAL CANADA

24.1 Subject to paragraph 24.2, in the event of force majeure, the Organizer may, at its sole discretion, cancel or postpone the physical holding of SIAL Canada. The Organizer will notify Exhibitors without delay.

Force majeure is an unforeseeable and irresistible event over which the Organizer has no reasonable control, which makes it illegal or impossible to physically hold SIAL Canada. Among others, the following events will be considered as force majeure:

- Events qualifying as such under Canadian and Quebec case law;
- Fire, riot, act of terrorism, total or partial strike, lockout, explosion, flood, storm, lightning, pandemic, epidemic, closure of borders or airports, interruption or restriction of airport services, prohibition by a government authority of assembly activities similar to SIAL Canada;

As well as, and whatever their cause, the events making it impossible to operate the Site listed below:

- Damage to technical equipment making it impossible to operate the Site;
- Decision by an administrative authority to close or take over the Site.

In the event of cancellation of the physical holding of SIAL Canada by the Organizer, the Organizer shall not be

considered to be in default in the performance of its obligations and its sole responsibility shall be to reimburse the Exhibitors for the amounts they have then paid in accordance with Article 4 hereof less a management fee of fifteen percent (15%) on the Total Due Amount they were required to pay (the "**Management Fee**"). If the Exhibitor has not paid the amounts required under Article 4 hereof to reach its Management Fee amount, such Management Fee or the balance of the Management Fee shall be payable by the Exhibitor upon receipt of an invoice to that effect, which the Exhibitor expressly accepts and acknowledges. At the Exhibitor's option, the amount to be reimbursed, if any, may be retained by the Organizer for the purposes of the next edition of SIAL Canada.

In the event that SIAL Canada is postponed by the Organizer to a later date, these General Conditions shall remain in full force and effect for the new dates, which the Exhibitor expressly accepts and acknowledges.

Notwithstanding this postponement, if the case of force majeure persists, the Organizer shall have the right, at its sole discretion, to cancel the physical holding of SIAL Canada. The Organizer will then notify the Exhibitors without delay, and the provisions of the preceding paragraph will apply. In the event of cancellation or postponement of SIAL Canada by the Organizer, at any time whatsoever, the Exhibitor shall not be entitled to any compensation or indemnification. The Exhibitor expressly waives any claim whatsoever against the Organizer.

24.2 Notwithstanding the provisions of paragraph 24.1, in the event of force majeure as described in paragraph 24.1, the Organizer may, at its sole discretion, hold SIAL Canada virtually only. The Organizer will then notify Exhibitors without delay. In such a case, these General Conditions shall be maintained in their entirety and the Organizer shall not be considered to be in default in the performance of its obligations, its sole responsibility being to maintain the registration of the Exhibitors, who shall be allocated a regular virtual stand, and to reimburse the latter for the sums they have then paid in accordance with Article 4 hereof less the rate then in force for such stand (the "**Rate**"). If the Exhibitor has not paid the amounts required under Article 4 hereof to reach the Rate, this Rate or the balance of the Rate shall be payable by the Exhibitor upon receipt of an invoice to this effect, which the Exhibitor expressly accepts and acknowledges.

25. CANCELLATION OF SIAL CANADA BY THE ORGANIZER

If less than fifty percent (50%) of the available floor space has been reserved by Exhibitors, the Organizer shall have the right, at its sole discretion, to cancel SIAL Canada. The Organizer will notify Exhibitors without delay.

In such a case, the Organizer's sole responsibility is to reimburse Exhibitors for the sums they have paid in accordance with Article 4 of the present contract, which the Exhibitor expressly accepts and acknowledges.

In the event of cancellation of SIAL Canada by the Organizer, at any time whatsoever, the Exhibitor is not entitled to any compensation or indemnity. The Exhibitor expressly waives any claim whatsoever against the Organizer.

26. ORGANIZER'S LIABILITY

The Organizer is exempt from any liability for disturbances of use and commercial prejudice that may be suffered by Exhibitors for any reason whatsoever.

The Organizer makes no representations or warranties, express or implied, as to the number and nature of Exhibitors and/or visitors who will visit the tradeshow, or as to any other consideration.

27. CONFIDENTIALITY AND PERSONAL INFORMATION

SIAL Canada collects, uses, communicates, stores and processes personal information (information that directly or indirectly identifies a person) in accordance with the *Act respecting the protection of personal information in the private sector* (Quebec) and its privacy policy, which is available on our website at the following link: <https://sialcanada.com/en/privacy-policy/>. By providing us with such personal information, the Exhibitor consents to it being processed by SIAL Canada in accordance with this Act and this privacy policy, which the Exhibitor acknowledges having read and understood. Furthermore, the Exhibitor undertakes to obtain the consent of any third party before disclosing any personal information concerning such third party.

28. WAIVER

The Exhibitor expressly waives the provisions of article 2125 of the Civil Code of Québec, RLRQ c CCQ-1991.

29. CLAIMS AND DISPUTES - APPLICABLE LAW - JURISDICTION

Claims must be made by registered mail with acknowledgement of receipt within ten days of the closure of SIAL Canada. The parties will endeavour to settle amicably and as quickly as possible any dispute that may arise between them concerning the interpretation and/or execution of the application form, these General Conditions, the Exhibitor Manual and the Conditions of Participation and Use of the Online Platform. Any dispute which cannot be so resolved shall be interpreted and governed in accordance with the legal provisions applicable in the Province of Quebec (Canada), including the federal laws of Canada applicable therein, and the parties irrevocably consent to the jurisdiction of the courts of the judicial district of Montreal, Province of Quebec, to adjudicate any such dispute. In the event of a dispute or difference between the French and English texts of these General Conditions, the Logistics Guide and the Conditions of Participation and Use of the Online Platform, the French text shall prevail.

30. NO WAIVER

Any tolerance on the part of the Organizer with regard to the Exhibitor's failure to perform, or improper performance of, any of the provisions hereof shall under no circumstances, regardless of its duration or frequency, give rise to any right whatsoever for the Exhibitor, be interpreted as a waiver or tacit consent, nor modify in any way whatsoever the nature, scope or conditions of performance of the Exhibitor's obligations.

31. INVALIDITY

If one or more of the provisions herein are held to be invalid or declared as such in application of a law, regulation or following a final court ruling, the other provisions shall retain all their force and scope.

32. SANCTIONS

In the event of a breach of these General Conditions, the Exhibitor's Manual and/or the Conditions of Participation and Use of the Online Platform, the Organizer may, after unsuccessful formal notice, immediately close the floor space and forbid the Exhibitor to enter, without the Exhibitor being entitled to claim any financial or material compensation from the Organizer. The costs incurred by the Organizer's intervention (bailiff's fees and costs relating to closure) will be charged to the Exhibitor. As soon as an infringement has been reported, the Organizer will be entitled to cancel the Exhibitor's application form without prejudice to any damages that may be claimed from the Exhibitor, and will immediately resume unrestricted use of the rented floor space. As a consequence of the foregoing, the Organizer will also be entitled to refuse the Exhibitor admission to any of the shows organized by it for a period of three years.

33. EARLY TEAR DOWN

The Exhibitor agrees not to take down any displays or remove any merchandise during the duration of the Show. All displays must remain in place until the final closing hour on the last day of the Show (Thursday, May 1st, 4:00 PM). Dismantling early compromises the safety of all exhibitors and attendees and infringes upon other exhibitors' rights to conduct business within their allotted time. SIAL Canada reserves the right to prohibit early packing by issuing fines and/or revoking future privileges such as (but not limited to): selection of a preferred location, early booth access, and priority on exclusive marketing opportunities. Furthermore, the Exhibitor agrees to dismantle their display and remove all equipment from the Show site by the final move-out day (Friday, May 2nd, 3:00 PM). Should the Exhibitor fail to comply or fail to restore the allocated space to its original condition at move-in, the Exhibitor agrees to cover any additional costs and expenses incurred by SIAL Canada.