

## GENERAL CONDITIONS OF SALE "PARTICIPANTS"

Hydrogen Business For Climate Forum

### General Terms and Conditions

These Terms and Conditions apply, without limitation or qualification, to any online registration by a participant (hereinafter the "Participant"), on the website <https://forum-hydrogen-business-for-climate.b2match.io> hereinafter "the Site"), to the "Hydrogen Business For Climate" Forum (hereinafter "the Event") organised by the Pôle Véhicule du Futur, (hereinafter "the Organiser"), an association declared under the French law of 1901, registered with the INSEE under the number SIREN 487 585 770, whose registered office is located at 15, rue Armand Japy, 25460 ETUPES, represented by Mr. Marc Becker in his capacity as President.

Any online registration for the Event on the website <https://forum-hydrogen-business-for-climate.b2match.io> implies full and unreserved acceptance of these general terms and conditions of sale.

These general terms and conditions of sale apply to the exclusion of all other conditions. Any provisions to the contrary or general conditions of purchase of the Participant are unenforceable against the Organiser.

The Organiser draws the Participant's attention to the importance of fully reading these General Terms and Conditions of Sale.

The Participant declares that he/she has read these General Terms and Conditions of Sale and has accepted them by ticking the box provided for this purpose when starting the online registration procedure.

Validation of the registration by the Participant implies acceptance without restriction or reservation of these General Terms and Conditions of Sale.

As these General Terms and Conditions of Sale may be subject to subsequent modifications, the version applicable to registration by the Participant is the one in force on the website on the date of registration.

Venue of the Event: ATRIA, 90 Belfort (France)

Date of the Event: 3 and 4 October 2023

### Registration:

Registration is individual, nominative and non-transferable. Under no circumstances may it be exchanged or transferred in the event of the Participant's absence.

Participation in the Event is subject to availability. When all available places are sold, a mention is made on the presentation of the Event on the Site and access to registration is closed.

### Registration procedures:

Registrations are made online on the website <https://forum-hydrogen-business-for-climate.b2match.io>

- The Participant registers online by completing all the information requested in the registration form on the Site.
- By clicking on the "Validate" button at the end of the registration process, and after having checked the content of his/her order, the Participant confirms his/her registration for the Event and declares that he/she fully accepts, without reservation, all of the present General Conditions.
- The registration will only be definitively accepted by the Organiser upon receipt of the payment of the corresponding price, which must be made in accordance with the terms and conditions indicated in the "payment of the price" paragraph of these conditions.
- Upon receipt of the payment, a confirmation of registration will be sent by the Organiser, via the b2match platform, to the email address of the Participant
- The Organiser will then send to the Participant, via the b2match platform, to the email address he has provided, a summary of his order as well as the corresponding invoice.

No other means of registration will be accepted.

### Price, payment and registration conditions:

The price of the registration is indicated on the Website and corresponds to the price list applicable on the day of the payment of the registration.

To date, the price list is :

- Early bird rate: 795 € excl. VAT
- Full price: 995 € excl. VAT
- Academic rate: 485 € excl. VAT (with proof)
- Early bird Come back rate: 750 € excl. VAT (for participants present in 2022, with proof)

#### Services included in the registration :

The registration includes a nominative entry valid for 2 days of the forum, including access to the conferences and workshops, access to the B2B meetings and one week of access to the post-event virtual B2B meetings, access to the "in situ" visits, access to the exhibition area, lunches and breaks, and an entry to the networking evening.

#### Payment of the registration fee:

Payment of the full registration fee must be made immediately by the Participant, upon registration, by online payment by credit card. The list of accepted types of bank cards is set out on the Site. The payment must be identified and credited in order to be validated.

#### Validation of the registration:

The registration will only be validated after payment of the full price.

#### Confirmation of registration:

After validation of the payment of the prize, the confirmation of the registration to the Event will be sent by e-mail to the Participant at the e-mail address he/she will have given beforehand. Please check that your e-mail address is correct.

#### Invoice :

It is issued automatically on the basis of an invoice excluding VAT plus the VAT in force for France and excluding VAT for other countries in the EU or outside the EU.

Registration not validated:

Registration that is not complete, in particular with a missing e-mail address, cannot be taken into consideration.

#### Modification of registration :

Any modification of the registration will give rise to the invoicing by the Organiser to the Participant of a handling fee of €50 excl. VAT.

#### Closing date for entries:

The closing date for entries is 2 October 2023, unless the maximum number of authorised participants is reached before this date.

#### Name badge:

A name badge will be given to the participant at the Forum reception. The access badge is personal, non-transferable and must be worn for the duration of the Event. The Organiser reserves the right to carry out an identity check during the Event in order to ensure that it corresponds to the identity of the badge holder.

#### Right of withdrawal:

The professional Participant as defined by article L221-3 of the French Commercial Code and in application of article L121-18 of the French Consumer Code, the consumer Participant within the meaning of the preliminary article of the Legislative Part of the Consumer Code, have a withdrawal period of 14 days from the Order Confirmation to exercise their right of withdrawal from the Organiser and to cancel the registration, without having to justify their reasons or pay a penalty, for the purpose of reimbursement, unless the performance of the service has begun before the end of the withdrawal period.

The Participant who wishes to exercise his right of withdrawal must notify the Organiser within the legal time limit, by returning the standard form, available for download on the website and attached at the end of these General Terms and Conditions of Sale or in writing (by post addressed to Pôle Véhicule du Futur, 40 Rue Marc Seguin, 68200 MULHOUSE, FRANCE or by e-mail: [vw@vehiculedefutur.com](mailto:vw@vehiculedefutur.com) mentioning the registration concerned by this withdrawal.

The price of the registration will then be reimbursed to the Participant, within a period not exceeding 14 days from the date of receipt by the Organiser of the notification of the Participant's withdrawal.

By confirming his order less than 14 calendar days before the start of the Event, the Participant accepts that the performance of the service will begin before the end of the withdrawal period and expressly waives his right of withdrawal.

#### Modification of the Event:

The Organiser reserves the right to modify the programme and the location of the Event, if circumstances oblige it to do so, without the Participant being able to claim any compensation as a result.

#### Requests for cancellation by the Participant:

For the participants referred to in the article "Right of withdrawal" and in the absence of having exercised his/her right of withdrawal under the conditions and within the time limits referred to in the article "Right of withdrawal" above, the cancellation of the registration by the Participant will not give rise to any reimbursement of the registration price.

It is specified to the Participant that the modification of the programme of the Event, the change of a speaker, or the modification of the duration of the Event cannot be considered as a cancellation and will not give rise to the reimbursement of the registration fee.

Non-participation in the Event will not give rise to any refund of the registration fee.

#### Cancellation or postponement of the Event due to force majeure:

The Organiser may cancel or postpone the Event in case of force majeure.

In the event of force majeure, the Organiser may also decide to

- shorten the duration of the Event
- or to organise the Event in virtual form
- to cancel the Event after it has started.

Cases of force majeure justifying the cancellation or postponement of the Event at any time include

- those usually retained by the jurisprudence of the French courts and tribunals,
- as well as the following events: war, riot, fire, internal or external strikes, general strikes and transport strikes, lock-outs, fires, explosions, bad weather, earthquakes, floods, water damage, legal or governmental restrictions, accidents of any kind, epidemics, pandemics, local or national or international restrictions linked to health risks, health risks with a ban on gatherings issued by the State or the Prefecture; state of emergency, any decision to close the site hosting the Event in whole or in part taken by an administrative or judicial authority, lack of energy supply, partial or total shutdown of the Internet network and, more generally, of private or public telecommunications networks, road blockages and any other event beyond the express control of the parties preventing the normal performance of this agreement.

The suspension of the Organiser's obligations will not in any way be a cause of liability for non-performance of the obligation in question, nor will it lead to the payment of damages or penalties for delay.

In the event of force majeure, the Organiser will notify the Participant by e-mail as soon as possible.

In the event of cancellation, no damages or interest will be due and the registration fee will be refunded to the Participant.

In the event of the postponement of the Event to a later date, the cancellation of the Event after it has begun or the reduction in the duration of the Event, the registration fee will be retained by the Organiser and will not give rise to any refund.

If the Event is not postponed within a maximum period of 18 months, this contract will be automatically terminated and the registration fee will be refunded to the Participant.

#### Liability:

The Organiser declines all liability in the event of negligence on the part of the Participant, in the event of loss, theft or fraudulent use of the badge.

#### Insurance:

The Participant undertakes to check with his insurance company the extent of his civil liability during the event. The participant must cover the risks arising from his general civil liability, as well as the risks of material damage caused by him.

#### Nullity:

If any of the stipulations of these General Terms and Conditions of Sale should be null and void with regard to a rule of law in force or an administrative or judicial decision that has become definitive, it shall then be deemed unwritten, without this leading to the nullity of the present contract or altering the validity of the other stipulations.

#### Image rights:

The Participant grants the Organiser, free of charge, for the whole world and for the legal duration of copyright protection, the right to use, exploit and represent his/her image and voice on any medium related to the event, such as photographs, live broadcasts on giant screens, live or deferred television broadcasts, video or sound broadcasts and/or recordings.

#### Protection of personal data:

The personal data requested from the Participant is necessary for the processing of his/her registration and is intended for customer follow-up management.

The processing of information communicated via the website <https://forum-hydrogen-business-for-climate.b2match.io> meets the legal requirements in terms of personal data protection, as the information system used ensures optimum protection of this data.

In accordance with the French Data Protection Act of 6 January 1978, reinforced and completed by the RGPD (General Data Protection Regulation), which came into force on 25 May 2018, the Participant has the right to access, rectify, delete and port his or her personal data, as well as the right to object to the processing of his or her personal data for a legitimate reason. This right may be exercised by contacting the data controller at the following email address: [info@vehiculedefutur.com](mailto:info@vehiculedefutur.com)

Intellectual property:

The content of the website <https://events.b2match.com/e/h2-bfc> is the property of the Organiser and is protected by French and international laws on intellectual property.

Any total or partial reproduction of this content is strictly forbidden and is likely to constitute an infringement of copyright.

Applicable law and disputes:

These General Terms and Conditions of Sale are subject to French law.

In the event of any dispute or litigation between persons having the status of traders, to which this contract and the agreements arising from it may give rise, concerning both their validity, interpretation, execution and resolution, their consequences and their consequences, shall be submitted to the jurisdiction of the competent court within the jurisdiction of the organiser's registered office.

In disputes with Participants qualified as consumers within the meaning of the Consumer Code, the rules of common law shall apply.



**WITHDRAWAL FORM, FORUM HYDROGEN BUSINESS FOR CLIMATE**

(to be returned by email [vw@vehiculedefutur.com](mailto:vw@vehiculedefutur.com) or by post to Pôle Véhicule du Futur, 40 Rue Marc Seguin, 68200 Mulhouse, within 14 days of payment of the entry fee), together with a bank details form or IBAN

NAME:

.....

First name:

.....

Establishment/Company: .....

Address:

.....

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Post code:

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City:

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Country:

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E-mail : ..... @ .....

I hereby notify you of my withdrawal from the contract for the following services:

Forum registration (name of the forum to be completed by the participant)

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Order reference: .....

Reference on the invoice (to be completed by the participant):

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Date of issue of the invoice (to be completed by the participant)

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Date: .....

Signature :