



## **1. General Provisions**

1.1 These general terms and conditions of participation (hereinafter the "General Terms and Conditions of Participation") apply to *the trade show on electronic cigarettes, vape, and hemp-derived CBD products* referred to as Vapexpo & CBD.io (hereinafter the "Event"), organized by the company Vapexpo (2 route de la Noue - 91190 Gif-Sur-Yvette -Trade register: RCS Evry B 801 910 696) (hereinafter the "Organizer").

They are completed by an Exhibitor Technical Dossier provided to the Exhibitor by the Organizer once Show Management has decided on the admission of the Exhibitor to the Event. By sending the signed General Terms and Conditions of Participation to the Organizer, the Exhibitor accepts all the provisions of the General Terms and Conditions of Participation and of the Exhibitor Technical Dossier as well as all those that special or new circumstances may make necessary. Furthermore, the Exhibitor commits to comply with all statutory and regulatory rules enforced, including with respect to labor law and, where applicable, laws on electronic cigarettes, hemp-derived CBD, and their derivative products. The Organizer shall not incur any liability in applying the provisions of the General Terms and Conditions of Participation.

1.2. The Organizer alone shall determine the venue, duration, opening and closing hours of the Event, stand prices, entry prices and the deadline for choosing your booth. It alone shall determine the categories of persons or businesses who are admitted exhibiting and/or visit the Event as well as the nomenclature of the presented goods or services. It reserves the right to accept, exceptionally, the presentation at the Event of goods or services which do not appear in this nomenclature insofar as such goods or services may be of interest for the Event.

## **2. Registration, Admission, and Booth Space Payment**

2.1 The Exhibitor's request to be exhibiting at the Event (hereinafter the "Admission Request") is to be made exclusively by way of the on-line registration being completed, containing the General Terms and Conditions of Participation (hereinafter the "On-line Registration"). No other document, including the information form, which is completed on-line on the Organizer's website, the request for communicating the on-line registration or even the cashing of a reservation check, shall be valid as acceptance of the Admission Request.

2.2. After receipt of the on-line registration, the Organizer shall examine it and decide on the Admission Request included. Registration shall only be effective following acceptance of the Admission Request as expressed by the Organizer AND payment by the Exhibitor of the invoice for the down-payment issued by the Organizer.

2.3 There is a 50% deposit required for booth reservations. The Exhibitor has 60 days before the show to pay for the booth space in full. The booth balance is due by or before 9/20/2019.

The Organizer reserves the right to reject, provisionally or finally, any registration request which does not meet the required conditions, having regard either to the stipulations of the on-line Registration and of the General Terms and Conditions of Participation, or Public Policy (mandatory law) provisions or those regulating electronic cigarettes, hemp-derived CBD, and their derivative products.

2.4. Grounds for definitive or provisional rejection include the incomplete communication of the required information, failure to make any payment or provide any guarantees demanded by the Organizer, failure to comply with obligations at previous events, the unsuitability of the requesting party, his goods or services with respect to the purpose, spirit or image of the Event, insolvency proceedings concerning the Exhibitor or where he is shown to be in default of payments (technical insolvency), failure to obtain any administrative or judicial authorization required for his presence during the Event, the risk of harm, by his presence, to the protected interests of consumers and young persons, and generally any breach of Public Order, the tranquility of other exhibitors, or the safety or enjoyment of visitors.

2.5. The Exhibitor must inform the Organizer of any element or event which has occurred or has been discovered since his registration, which would be such as to justify the re-examination of his admission having regard to Articles 2.3 and 2.4 of the General Terms and Conditions of Participation.

2.6. Moreover, the Organizer reserves the right to request, at any time, any complimentary information related to the foregoing and, as the case may be, to reverse an admission decision made on the basis of misleading or erroneous information or information which has become inexact. The down-payment which has been paid will then remain fully acquired by the Organizer which, in addition, reserves the right to seek payment of the entire booth space.

2.7. The right arising from registration is personal and non-transferable. Admission does not give rise to any right of admissibility for a later event.

### **3. Registration and Participation Fees**

3.1. Failure to pay the balance or any one of the payments of registration and participation fees, at any one of the stipulated due dates, shall without prior notice cause the right to exhibit to lapse, and in addition those sums already paid will be irrevocably deemed fully earned by the Organizer. The Organizer reserves the right to cancel the Exhibitor's registration and to put his place back for sale without notice.

3.2. In addition, the Organizer reserves the right to seek payment of the balance of the price due, despite the non-participation of the registered Exhibitor, for any reason whatsoever. In the event that the Exhibitor, for any reason whatsoever, does not occupy his stand on the date of opening of the Event, or by the deadline for installation set by the Organizer, he shall be deemed to have abandoned it. Without prejudice to any other measures taken, at the at the Exhibitor's own risk, the Organizer may use the

failing Exhibitor's stand without the latter being entitled to claim any reimbursement or indemnity, even if the stand is attributed to another Exhibitor.

3.3. In addition, any non-payment or late payment shall automatically give rise to late payment interest in favor of the Organizer, without prior notice being required. The Exhibitor must also reimburse all costs arising for proceedings to collect the sums due, including any additional fees incurred.

#### **4. Attribution of Places**

4.1 The Organizer shall draw up the plan of the Event and distribute the places.

4.2. Unless provided otherwise, registration shall not provide entitlement to possession of a given place. Participation in prior events does not create any right for the Exhibitor to a specific place.

4.3. In attributing places, the Organizer shall endeavor to take account of the wishes expressed by the Exhibitor, the nature and interest of the articles or services that they are proposing to present, and the arrangement of the stand that they plan to install.

4.4. The Organizer reserves the right to change the arrangement of floor areas whenever it deems it necessary in the interest of the Event.

4.5. The communicated plans and the description of the places will include, if the Event's venue so permits, dimensions which are as precise as possible.

4.6. The Organizer cannot be held liable for any slight differences which may be observed between the indicated dimensions and the actual dimensions of the place, nor for any changes in the environment of the stands (change in neighboring stands, reconfiguration of alleys, etc.) progressively as registrations are made.

#### **5. Installation and Compliance of Stands**

5.1. The Exhibitor Technical Dossier determines the time limit granted to the Exhibitor to proceed with the fitting-out of his stand prior to the opening of the Event.

5.2. Exhibitor shall be obliged to comply with the Organizer's instructions concerning the regulation of incoming and outgoing goods, particularly with respect to the movement of vehicles within the Event's perimeter.

5.3. Exhibitors must have completed their installation by the deadline (date and time) set by the Organizer. Beyond this deadline, no packaging, equipment, transport vehicles or external contractors will be able to access or remain on the site of the Event for any reason whatsoever, irrespective of the loss or harm that may arise for the Exhibitor.

5.4. Each Exhibitor shall provide for the transport, receipt and dispatch of its packages and the recognition of their content. All packages must be unpacked on arrival. If the Exhibitor is not present to receive his packages, the Organizer may have them stored, unpacked or reshipped by its own decision at the Exhibitor's cost and risk.

5.5. The installation of the stands must not under any circumstances cause any damage or modification to the permanent fittings of the exhibition venue and must not negatively affect the convenience or safety of other exhibitors and visitors.

5.6. The individual decoration of stands shall be carried out by the Exhibitor under his responsibility. It must in any event accord with the general decorations of the Event, the visibility of neighboring stands and any provisions of the Exhibitor Technical Dossier on this point.

5.7. In closed exhibition spaces, all materials used, including hangings and carpets, must comply with regulations and the Organizer reserves the right, at any time, to remove and destroy any non-compliant equipment or fittings.

5.8. The Organizer further reserves the right to eliminate or modify any installations which are detrimental to the general aspect of the Event, which hinder or disturb neighboring exhibitors or visitors, or which do not comply with the individual projects or plans which were previously submitted.

5.9. The Exhibitor must be present at his stand at the time of inspection by the safety services and must comply, throughout the Event, with safety measures imposed by public authorities or adopted by the Organizer.

5.10. The Organizer shall not be, in any case, responsible for the contracts made between the Exhibitor and any external contract providers (booth set up, transporter, installer, hostess agency, etc....).

5.11 Playing music in your stand is allowed, however, we ask that you respect one another and be mindful of your neighbors. Please keep the volume at a level that doesn't disturb business for exhibitors around you.

5.12 A very important reminder from the Las Vegas Services Management Team:

The idea behind hand carry is to only allow those exhibitors with minimal product to enter the building via main doors. You are not permitted to move in & out via the main glass doors, thus creating traffic challenges.

## **HAND CARRY POLICY**

- Exhibitors may hand carry their merchandise from a privately-owned vehicle. Acceptable vehicles include passenger automobile, minivan, sport utility vehicle, pick-up truck and full-size van.

- Trailers of any kind, box trucks or vehicles larger than a full-size van or pick-up truck **\*\*Must use general contractor**
- Parking on a red curb or in traffic lanes is prohibited.
- The use of hand carts & dollies is not permitted.

Four wheel dollies



Two wheel dollies



Four wheel push carts



## 6. Waste

6.1. Pursuant to the provisions of the 7 environmental principles of Environmental Law to protect the environment against public and private harms, the Exhibitor must imperatively take care of his waste until its final elimination or recycling. Consequently, the Exhibitor undertakes to remove, from the site of the Event, the waste that he produces whether before the Event during the installation of the Stand, during the Event, or at the time of taking down the Stand.

6.2. In the event that the place is not vacated of all waste (including all decorations and furnishing which shall be deemed equivalent to waste) at the end of the Event, the Organizer shall invoice the Exhibitor for the waste removal service. For this purpose, the Exhibitor is informed that the Organizer shall be free to decide on the fate of the waste without any possible claim or appeal by the Exhibitor.

6.3. The storage of any inflammable and dangerous materials in the exhibition areas, the stands' reserves, open areas and access ways, or in the immediate vicinity of the exhibition hall, is strictly prohibited.

## 7. Occupation and possession of the stands

7.1. It is expressly prohibited to assign, sublet or exchange, whether for or without consideration, all or part of the place attributed by the Organizer.

7.2. Except with the prior written authorization of the Organizer, the Exhibitor cannot present any equipment, goods or services at his place other than those listed in the Admission Request and which correspond to the nomenclature of goods and services drawn up by the Organizer. In other words, if at the exhibition, the Exhibitor presents

brands non-listed beforehand in his Registration File, the Exhibitor may be subject to financial penalties. Unless expressly provided otherwise, the presentation and offer of second-hand equipment is strictly prohibited.

7.3. The Exhibitor may not, in any form whatsoever, present goods or services or provide advertising for any businesses which are not exhibitors, except with the express prior authorization of the Organizer.

7.4. Stands must be kept in impeccable condition throughout the Event, with the cleaning of each stand to be carried out every day and completed at the time of opening of the Event to the public, at the Exhibitor's expense.

7.5. Bulk packaging, dust covers used during closing hours, items not used for presentation on the stand, and employees' cloakrooms must be kept out of sight of visitors. Conversely, it is prohibited to leave the presented items covered during the Event's opening hours. The Organizer reserves the right to remove anything covering objects but cannot be held liable in any manner for any loss or damage that may arise as a result. The Exhibitor and his personnel must be properly dressed and perfectly well-mannered with visitors (no hailing of visitors or overflowing of the stand) and with respect to the other exhibitors.

7.6. The stand must be occupied at all times, both during opening hours for exhibitors (including for outfitting, deliveries and stripping of the stand) and during the official opening hours for visitors. Failure to comply with this provision may lead to temporary or definitive exclusion by the Organizer.

7.7. The Exhibitor shall not empty his stand and shall not remove any of his articles before the end of the Event, even if it is prolonged. Any failure to comply with this provision will be the subject of a written record of observation by the Organizer and will be grounds to refuse the Exhibitor's participation at future events.

## **8. Access to the Event**

8.1. No person can be admitted within the perimeter of the Event without presenting a document issued by or accepted by the Organizer.

8.2. The Organizer reserves the right to prohibit entry or expel any person, whether visitor or Exhibitor, whose presence or conduct is harmful to the safety, tranquility or image of the Event.

8.3. "Exhibitor's passes", or badges, providing access to the Event, shall be issued to the Exhibitor under conditions determined by the Organizer.

8.4. Invitation cards intended for persons or businesses that they wish to invite shall, under conditions determined by the Organizer, be issued to the Exhibitor. Cards which are not used will not be returnable, refundable or exchangeable.

8.5. The distribution and/or sale of invitations and special cards issued by the Organizer is strictly prohibited within the perimeter or in the vicinity of the Event. The reproduction or sale of such invitations, badges and special cards will be liable to prosecution.

## **9. Contact and communication with the public**

9.1. The Organizer has the exclusive right to draft, publish and distribute, with or without charge, the catalog of the Event. It may assign or license all or part of this right together with the advertising included in this catalog. The necessary information for the drafting of the catalog shall be provided by Exhibitors under their own responsibility and within the deadline fixed by the Organizer, failing which it shall not be included. The Exhibitor shall not be liable in the event of inaccurate information published in the catalog of the Event.

9.2. The Exhibitor expressly waives any claim whether against the Organizer or against the producers or distributors, for the dissemination, for the purposes of the Event, in the USA and abroad, by television, video or any other medium (books, leaflets, the internet), of his likeness, images of his stand, his brand or trade sign, his trademark, his personnel or his goods or services, and he shall protect the Organizer and hold it harmless against any claim by his employees, agents, subcontractors and contract counter parties, and hereby agrees in advance to impose this obligation on them.

9.3. The Organizer reserves the exclusive right of bill-posting within the perimeter in which the Event is housed. The Exhibitor may therefore only put up posters and trade signs for his own business, and only on the inside of his stand, to the exclusion of any others, and subject to the general decoration prescriptions.

9.4. Circulars, brochures, catalogs, leaflets, free gifts or objects of any type may be distributed by the Exhibitor exclusively at his stand. No prospectus concerning goods which are not exhibited may be distributed without the prior written authorization of the Organizer.

9.5. The distribution or sale of newspapers, magazines, periodicals, prospectuses, raffle tickets, badges or contribution certificates, even if pertaining to a charity or charitable event, polls or surveys, within the Event's venue and its immediate vicinity, are prohibited except with a prior written exemption granted by the Organizer.

9.6. Any illuminated or audible advertising, and any events, shows or demonstrations which may cause congregation in the alleys, must be submitted for the Organizer's prior written authorization. The Organizer may withdraw any authorization that has been granted in the event of hindrance of passage or disturbance caused to the Event.

9.7. Touting and calling, whatever the manner in which they are undertaken, are formally prohibited. The Exhibitor must not under any circumstances obstruct the alleys or encroach upon them, other than with exceptional authorization granted by the Organizer in advance and in writing.

9.8. The Exhibitor must scrupulously ensure that the public is fairly informed of the qualities, prices, sales conditions and warranties of his goods or services, in a complete and objective manner and in compliance with regulations. He must not undertake any advertising or action whatsoever that may mislead or constitute unfair competition.

9.9. The Exhibitor undertakes to present only goods, services or equipment which are compliant with USA regulations. He shall bear full liability towards any third parties, and in any event the Organizer's liability cannot arise due to the acts of the Exhibitor.

9.10. It shall be for each Exhibitor to carry out, whenever necessary, any formalities required for his participation in the Event, including notably with respect to labor regulations, customs and excise for equipment or goods of foreign origin, health and hygiene for foodstuffs or animal species. The Organizer shall not at any time be held liable for any difficulties that may arise in this respect.

## **10. Specific regulatory framework for electronic cigarettes and their derivative Products**

10.1. In order to comply with rules on health and hygiene, it is prohibited to have visitors test any electronic cigarette, e-liquid, or hemp-derived CBD e-liquid product without a single-use protective tip. In the event of breach of this rule, the Exhibitor shall be solely liable and may not bring any claim against the Organizer.

10.2. Pursuant to regulations concerning health products, no written message, no advertisement, and no speech encouraging the practice of Vaping or expounding the health benefits of electronic cigarettes and can be accepted. Any message of this type, whatever its form (sign, writing, video or other means of communication) shall be immediately removed by the Exhibitor on the Organizer's request, without any possible claim or appeal by the Exhibitor.

10.3. Pursuant to regulations concerning hemp-derived CBD products, no health claims can be displayed, written, or advertised by Exhibitors regarding their products on the show floor. Any message of this type, whatever its form (sign, writing, video or other means of communication) shall be immediately removed by the Exhibitor on the Organizer's request, without any possible claim or appeal by the Exhibitor.

10.4. In the absence of regulations concerning e-liquids and their use, the Organizer strongly recommends against the Exhibitor having visitors test nicotine e-liquids. Any harm arising from the infringement of this recommendation shall be the exclusive liability of the Exhibitor, without any possible third-party or contributory claim against the Organizer.

10.5. The Exhibitor undertakes to present products which comply with all standards governing the electronic cigarette business and comply with FDA Regulations.

10.6. The 2018 Farm Bill was signed into law in December 2018, effectively legalizing hemp at the federal level; removing it from the federal list of controlled substances and classifying it as agricultural commodity.

The Exhibitor undertakes to present hemp-derived CBD products which comply with industry standards and follows all regulations with regards to sourcing, processing, manufacturing, and testing of those products. Hemp laws vary by State. The Exhibitor is responsible for staying up to date with any changes in state laws regarding hemp regulations before exhibiting in the Event.

10.7. The Exhibitor is informed and accepts to declare in the on-line Registration File the complete list of products that he wishes to present. That failing, he undertakes to cease, on the Organizer's request, the presentation at the Event of any product that he has not declared.

## **11. Intellectual Property and Miscellaneous Rights**

11.1. The Exhibitor shall take personal responsibility for dealing with the intellectual protection of equipment, goods and services that he presents (patents, trademarks, designs etc.), in accordance with laws and regulations in force. These measures must be taken prior to the presentation of the equipment, goods or services, and the Organizer does not accept any liability in this area, including in the event of dispute with another exhibitor or visitor.

11.2. Shoots (photographs or films) may be accepted, with the Organizer's written authorization, within the perimeter of the Event. Prints or rushes of all shots taken must be delivered to the Organizer within fifteen days following the close of the Event. This authorization to shoot may be withdrawn at any time.

11.3. Filming or photographing by visitors may be prohibited by the Organizer.

11.4. The photographing of certain objects on the stands may be prohibited on the Exhibitor's request and at his behest.

## **12. Insurance**

### **12.1. Commercial General Liability Coverage**

The Exhibitor is informed that the cost of the booth space includes commercial general liability coverage. The Event insurance applies to "bodily injury", "property damage" or "personal and advertising injury" occurring only during the specified events and specified event dates listed in the schedule below.

Specified Event: Convention - Trade

Specified Event Dates: 11/20/2019 - 11/24/2019

Details of the insurance coverage are available on request from the Organizer.

12.2. If he considers this coverage to be insufficient, the Exhibitor should obtain additional Exhibitor Insurance coverage at his own expense.

### **Obtaining Exhibitor Insurance:**

Jeff Di Pane

Kaercher Insurance

Cell: 702.985.2310

jdipane@kaercherinsurance.com



12.3. Neither the Organizer nor the Owner or operator of the exhibition hall can be held liable for any theft, loss or any other property damage or intangible loss or damage to the Exhibitor's personal belongings, whether during opening hours or during the setting up or taking down of the stands, for any reason whatsoever.

12.4. For the exhibited products (e-liquids, hemp-derived CBD products, equipment or other items), the Exhibitor shall certify on a form provided by the Organizer that he has insurance covering all risks inherent in their consumption or use.

### **13. Disassembly at the end of the Event**

13.1. The Exhibitor must be present at his stand as of the start of the taking down of stands until its complete removal.

13.2. Exhibitors must leave the places, decoration and equipment provided to them in the condition in which they were originally to be found. All damage caused by their installations or goods, whether to equipment or to the building, or to the occupied floor, shall be assessed by the Organizer's Show Partner and charged to the Exhibitor responsible.

### **14. Computing and Civil Liberties**

14.1. It is recalled that personally identifiable data requested from the Exhibitor are strictly necessary for the organization of the Event.

14.2. In addition, this data may be intended to provide the Exhibitor with information on the Organizer and its goods and services, including the trade shows and fairs that it organizes.

14.3. The Exhibitor has a right of modification, correction and opposition concerning the information concerning him.

## **15. Miscellaneous Provisions**

15.1. The Organizer may cancel or postpone the Event if it observes, one month prior to the date of the Event, that less than 80% of the booth spaces have been reserved. The registered Exhibitor shall then be returned the sums paid to the Organizer for his participation at the Event. Up until one month prior to the date of the Event, the Exhibitor shall bear all risks connected with the potential failure of the Event to take place, including bearing all costs that he has decided to incur with a view to the Event.

15.2. The Organizer may also cancel or postpone the Event in the event of force majeure. The following shall constitute events of force majeure justifying, at any time, the cancellation or postponement of the Event: all new economic, political or social situations at the local, national, or international level, which were not reasonably foreseeable, independent of the will of the Organizer, and which make it impossible to continue the Event or give rise to risks of disturbance or disorder such as to seriously affect the organization and proper holding of the Event or the safety and security of persons or property, including any change in legislation concerning electronic cigarettes and their derivative products which require changes to the organization of the Event or which prevent it from being held.

15.3. Any infringement of the provisions of the General Terms and Conditions of Participation or of the Exhibitor Technical Dossier may, without prejudice to any other claims, lead to the closure of the stand of the infringing Exhibitor, including where necessary with the assistance of the forces of law and order.

15.4. This shall be case in particular in the event of lack of insurance, non-compliance of the outfitting of the stand, failure to comply with safety rules, failure to occupy the stand, the presentation of products which do not conform to those listed in the request for admission, etc.

15.5. In such a situation, the amount paid for the Exhibitor's participation shall be retained by the Organizer, without this limiting any payment for the remainder of the price, for all sums remaining due or for any other damages.

15.6. Irrespective of whether they are well founded, the grievances of an Exhibitor against another exhibitor, or against the Organizer, shall be discussed away from the Event and must not in any way disturb the tranquility or image of the Event.

15.7. U.S.A. law shall govern relations between the Organizer and the Exhibitor.

15.8. In the event of dispute, the Exhibitor expressly undertakes not to bring proceedings before the Courts before having first initiated amicable conciliation proceedings. The Courts of the Organizer's registered office shall alone have jurisdiction.

## **16. Booth Space Deposit**

A deposit of 50% is required with the order within 10 days after the invoice date. Otherwise, VAPEXPO reserves the right to cancel your registration and to resell your space. The balance must be paid before the 20th of September 2019.

By you agreeing to this document, you are committing to reserving booth space only. No refund of any kind whatsoever will be made in case of partial or total cancellation of the participation of the subscriber to this contract.

### **17. Insurance Declaration**

In the framework of the VAPEXPO & CBD.io exhibition, the insurance related to the stand and proposed by the Organizer does not take into account the products exhibited by the Exhibitor and any damage caused by their use or consumption. The Exhibitor is solely responsible for the products presented on his stand. The signatory, and so the exhibitor waives all claims against the organizers regarding all products exposed or any kind of damages that may be caused as a result of their use.

The exhibitor declares he has subscribed to the necessary insurance policies to cover all risks incurred.

### **18. Product Declaration of Exhibited Vape & CBD Products**

When registering online, you will be prompted to include the names of the brands you are exhibiting at our show. Please indicate which brands you officially represent at the exhibition (own brands and brands for which you have exclusive right to represent at the show). Please be detailed. Please specify the product categories that you want to exhibit at the show.

**Please note:** You must respect the regulations in effect; it is essential to pay special attention to the semantics and to the packaging of the products. In fact, they must not encourage to the use of electronic cigarettes or CBD under penalty during an inspection by the competent authorities. The Organizer is not responsible for anything that may happen if you choose to fly into the USA carrying vape or CBD products.

### **19. REQUIREMENTS CONCERNING THE EXHIBITED CBD PRODUCTS**

Vapexpo encourages all exhibitor to adopt responsible business practices to ensure satisfying quality standards as well as a compliance with the applicable regulatory framework of the U.S. CBD market.

- Satisfies all the legal obligations that apply for the U.S. market of CBD products (i.e hardware)
- Is able to provide documentation upon request of the VAPEXPO organization

And notes that the infringing of those commitments might lead to the cancellation of the participation of the said company in the exhibition of VAPEXPO Vegas 2019.

It is my sole responsibility of the exhibitor to comply with all federal guidelines. By signing this form, the exhibitor acknowledges that VAPEXPO, its partners and/or associates will not be held liable in the event of legal non-compliance, trademark issues or infringement, and/or any other legal issues resulting from the display or commerce of exhibitor products.

## **20. REQUIREMENTS CONCERNING THE EXHIBITED VAPE PRODUCTS**

VAPEXPO encourages all exhibitors to adopt responsible practices to ensure satisfying quality standards as well as a compliance with the applicable regulatory framework of the U.S. e-liquid market. Please note all Labels and Packaging will be reviewed prior to exhibition to ensure compliance. Hence, a certain transparency will be required with regard to the e-liquids you are willing to exhibit and showcase to the public during the event you are going to participate in.

As such, you are committing to bring us the proof of it by submitting a declaration on the honor stating that you are able to provide us with the following documents, upon request from VAPEXPO :

- For the e-liquids containing nicotine: **The FDA TP1 number from FDA registration.**
- For every e-liquid exhibited: **The Material Safety Data Sheet or <>** (<> in French) of the concerned e-liquid.

**Be careful:** you may be asked to submit all or part of the documents listed above at any time before or during the relevant show. Any failure to display or provide any of these documents and after 3 email follow-ups, VAPEXPO reserves the right to cancel your participation, with full refund of your booth the days following the event itself.

### **Important Reminder:**

Here are the links regarding Label Requirements:

#### **FDA:**

- <https://www.fda.gov/TobaccoProducts/Labeling/Labeling/ucm524470.htm>

#### **Prop 65:**

- <https://www.tobaccolawblog.com/2016/10/california-finalizes-new-prop-65-warning-label-rule/>
- [https://www.p65warnings.ca.gov/sites/default/files/downloads/factsheets/e-cigarettes\\_fact\\_sheet.pdf](https://www.p65warnings.ca.gov/sites/default/files/downloads/factsheets/e-cigarettes_fact_sheet.pdf)

**You are certifying that your company complies with all the legal obligations that apply for the U.S. market of vaping products (i.e. e-liquids with or without nicotine) as well as**

- Is able to provide evidence of the compliance of each of the product exhibited and showcased to public during the relevant exhibition (VAPEXPO Vegas 2019)
- Is able to provide all the documents listed above upon request of the VAPEXPO organization

And notes that the infringing of those commitments might lead to the cancellation of the participation of the said company in the exhibition for VAPEXPO 2019.

It's the sole responsibility of the exhibitor to comply with all federal guidelines. By agreeing to the terms, the exhibitor acknowledges that VAPEXPO, its partners and/or associates will not be held liable in the event of legal non-compliance, trademark issues or infringement, and or any other legal issues resulting from the display or commerce of exhibitor products.

## **21. EXHIBITED VAPE PRODUCT CHECKLIST**

When registering online, you will be prompted to include the names of the brands you are exhibiting at our show. Please indicate which brands you officially represent at the exhibition (own brands and brands for which you have exclusive right to represent at the show). Please be detailed. Please specify the product categories that you want to exhibit at the show.

**Please note:** You must respect the regulations in effect ; it is essential to pay a special attention to the semantics and to the packaging of the products. In fact, they must not encourage to the use of e-cigarettes, under penalty during an inspection by the competent authorities.

**Ex:** 1. E-liquids 0, 6, 12 and 16mg/ml nicotine, X brand

### **Product Checklist:**

1. E-Liquids
2. Electronic cigarette equipment
3. Batteries, chargers and adapters
4. Clearomizers, atomizers, cartomizers, drip tips and wicks
5. Mods, rebuildable, mesh, resistance Wire and accumulator
6. Electronic pipes, electronic cigars, electronic hookahs
7. Cases
8. Other accessories (please provide details)
9. Other (please provide details)

**You are obliged to declare all the brands present on your booth.**

The agreement of this document is a commitment to all selected services. No refund of any kind whatsoever will be made in case of partial or total cancellation of the participation of the subscriber to this contract. I acknowledge having read the General Terms of Participation and declare that I accept them in full without reservation.