

TERMS OF PARTICIPATION - GENERAL SECTION

1. Participation

1.1 The following application documents must be submitted by email or fax to Koelnmesse Srl a socio unico., Viale Sarca 336/F, 20126 Milan, Italy, in order to participate in the Exhibition:

- Application Form 1.10 EU_P fully filled in and signed, together with a duly signed copy of these Terms of Participation, General Section and a copy of the bank transfer to the bank whose details are provided on Form 1.10 EU_P for payment of the registration to the Exhibition for the equivalent amount of 25% of the admission fee by way of a security deposit and advance payment;

1.2 Only Application Forms that have been completed in full and have been signed and submitted by Exhibitors who have paid the deposit will be accepted. The Organizer reserves the right to reject Application Forms if the deposit has not been paid.

1.3 The Organizer's decision to accept or reject Application Forms is final. The Organizer will issue an invoice to successful applicants for the payment received from the Exhibitor for the amount of the security deposit and advanced payment.

The security deposit is considered part payment of the participation fees, which must be paid in full on or before the date indicated in Form 1.10 EU_P. The second comma of Article 1385 of the Italian Civil Code states that the Organizer has the right to withdraw should the Exhibitor fail to pay the invoice for the balance of the participation fees by said date.

The Exhibitor will lose in any case his deposit, which will be withheld by way of compensation, should he decide not to take part in the show.

The Organizer may withhold the deposit paid by the Exhibitor and demand payment of the balance of the participation fees in full should the Exhibitor decide to withdraw after the deadline specified in Form 1.10 EU_P.

1.4 The Organizer will only accept late applications for participation, submitted after the deadline specified in Form 1.10 EU_P, if they are accompanied by a copy of the bank transfer for the payment of the participation fees in full.

1.5 Failure to organize the collective participation at the exhibition due to the failure to reach the minimum number of Exhibitors required for organizing the collective participation, as specified in the promotional material, does not constitute a breach on the part of the Organizer. The Organizer will refund any deposits paid in this case.

2. Admission /Allocation of stand space / Withdrawal

2.1 The Organizer will decide if Exhibitors are admitted to participate in the Exhibition based on the current regulations applying to all exhibition participants (Admission /Confirmation of allocation of the stand).

The Organizer reserves the right to decide whether to admit individual exhibitors to the event, at his sole discretion, should the number of Applications received within the set deadline exceed the available stand space.

Any applicants who failed to settle outstanding amounts for previous dealings with the Organizer, or who settled their account after the agreed deadline will not be admitted to take part in the Exhibition.

2.2 The contract is stipulated when the Organizer confirms his approval of the Application Form by post, fax or email.

Said approval only applies to the single event, for the applying company, and for the products and services included in the Products List submitted by the Exhibitor to the Organizer.

2.3. The Organizer will allocate stand space based on the Exhibition category of the products as listed by the Exhibitor.

Exhibitors have no right to demand the allocation of stand space in a specific pavilion or in a specific sector of a pavilion. For serious reasons and on a case by case basis, the Organizer may decide to move and/or alter the size of stand space that has already been allocated, or to move or close entrances or exits, or to undertake any structural changes to the exhibition pavilions, and Exhibitors will not gain any rights to compensation or indemnity as a result.

Should the floor space of a stand be reduced, the difference will be deducted from the Exhibitor's participation fees.

Exhibitors will be notified immediately should there be no more stand space available due to events described in articles 1463 and 1464 of the Italian Civil Code. In this case, the Exhibitor may demand the refund of participation fees but has not right whatsoever to demand compensation for direct and/or indirect damages.

The Organizer must be notified of any complaints relating to changes made and/or the relocation of stand space within the last date of the exhibition under penalty of forfeiture. Complaints received after the end of the exhibition will not be taken into consideration.

Minimum variations in the size of an allocated stand compared to the requested size are no reason for complaint by the Exhibitor.

2.4 The responsibility for any of the following circumstances rests solely with the Exhibitor: (i) failed importation of the products intended for display as a result of legal restrictions in force at the place of the event or for other reasons, including default by the shipping company and/or carrier, (ii) delayed or failed delivery of the products, damaged or destroyed products, delays during transport or customs clearance, (iii) delayed arrival of the Exhibitor, or of the Exhibitor's staff or of the personnel in charge of the stand and (iv) delays or failure to set up the stand. The Organizer has no responsibility for said circumstances. The Exhibitor is still obliged to pay the participation fees and other agreed charges should any of the above circumstances present themselves.

The Exhibitor must make suitable arrangements to ensure the products for display are delivered to the exhibition centre in the presence of the Exhibitor himself. Koelnmesse is not liable for any loss and/or damage of said products if they are delivered in the absence of the Exhibitor.

Specific regulations for the individual event are contained in the General Terms, Special Section.

3. Construction and setting up of stands

3.1 Stand format

The following terms are used to describe the different stand formats:

Isle stand:	one open side
Corner stand:	two open sides
Isle-end stand:	three open sides
Island stand:	four open sides

Minor differences in the requested format of the stand do not give rise to any claim according to point 2 in these Terms of Participation, General Section.

3.2 The construction and setting up of stands must comply with legal standards and the specific regulations of the exhibition, as described in the Special Section of the Terms of Participation.

Koelnmesse Srl appoints a single company to construct the entire collective area, and this appointment is at the sole discretion of the Organizer. There will be no structural changes to the overall project.

3.3 Stands must contain a display of the products that were registered and admitted and be staffed for the entire duration of the exhibition. Vacating the stand ahead of time represents a serious breach of the Terms of Participation and entitles the Organizer to claim for damages from the Exhibitor and to bar the same from participating in future events.

3.4 The Organizer has the right to exclude any items on display that do not match the product list, whose smell, noise or other emissions, or appearance, may disturb the smooth running of the exhibition, or represent a risk for the safety of exhibitors and visitors, and the Organizer's decision in merit is final. Exhibitors must comply with all legal requirements in the country where the exhibition is held. In case of failure to do so, the Organizer has the right to remove the items displayed at the exhibition or suspend operations at the stand.

Should the Exhibitor fail to comply with the requests of the Organizer immediately, the latter may have the disputed goods on display removed at the risk and expense of the Exhibitor and close the stand, without giving the Exhibitor any right to compensation or damages.

3.5 The Organizer has the right to demand payment of a maximum penalty of 5000 Euros by the Exhibitor involved and/or may refuse to admit the Exhibitor to future editions of the exhibition in case of violations of the regulations described in point 1(d) of the Terms of Participation, Special Section, and depending on the gravity of the specific case.

4. Participation fees and other costs / Method of payment

4.1. The full amount of the participation fees will be invoiced according to the tariffs indicated in the Special Section of the Terms of Participation. The amount invoiced is based on the allocated area and does not include any projections, pillars, junction boxes for services, or other permanent fixtures.

4.2 The Organizer will issue the invoice after approving the Application submitted with a copy of the bank transfer for the payment described in point 1 "Participation" of these Terms of Participation, General Section. The balance of the admission fees must be paid on or before the date indicated in Form 1.10 EU_P [point 3 (ii)]. According to the terms in paragraph two of Article 1385 of the Italian Civil Code, the Organizer has the right to withdraw should the Exhibitor fail to pay the invoice for the balance of the participation fees by said date. VAT and other taxes that apply to the services provided by the Organizer will be charged according to current fiscal law over and above the participation fees. Any changes to the costs borne by the Organizer to provide the services rendered, including production expenses, labor, and taxes, remains at the risk of the Exhibitor who agrees to pay any increase in price. All monetary obligations must be fulfilled within the specified terms of contract and this is a prerequisite for the occupation of the stand.

4.3 Interest according to Legislative Decree 231/2002 for commercial dealings will automatically be owed to the Organizer starting on the due date and without the need for formal notice, notwithstanding the Organizer's right to withdraw and without prejudice to his right to receive compensation for damages.

4.4 The services provided by the Organizer will be invoiced in EUROS. The Exhibitor is obliged to pay the amount indicated in the invoice in the currency specified ("payment currency")

4.5 Under penalty of cancellation, the Exhibitor must send written notification of any dispute relating to the invoice in question within 2 weeks of receiving the invoice.

4.6 No reductions in the participation fees or other costs are due for projections, pillars, junction boxes for services, or other permanent fixtures located within the area of the rented space of the stand.

5. Co-exhibitors, represented companies

5.1 The floor space of the stand is allocated in its entirety to a single contracting party. Exhibitors are not allowed to move, exchange, share, or make accessible to third parties, all or part of the allocated stand space, without the prior authorization of the Organizer.

5.2 The stand space may only be used by more than one company if the provisions in the Special Section of the Terms of Participation allow for the participation of co-exhibitors and additional represented companies.

5.3 Specific authorization must be obtained from the Organizer before the stand space is used by an additional company with its own products and personnel (co-exhibitor). This also applies to companies who are displaying their own products but do not have their own personnel (company represented by the holder of the stand). Companies belonging to the same Group and subsidiaries will be considered co-exhibitors.

The Organizer has the right to charge a participation fee and additional charges in the case of the admission of co-exhibitors, and the Exhibitor agrees to pay them. The conditions described in article 2 also apply in case of the admission of co-exhibitors and represented companies. The Terms of Participation apply to said companies insofar as they are applicable. Should the Exhibitor admit a co-exhibitor or represented company without obtaining the prior and explicit authorization of the Organizer, the latter has the right to withdraw from the contract and clear the stand at the risk and expense of the Exhibitor. Even after successful admission, a contractual relationship exists solely between the Organizer and the Exhibitor, whose contractual and non-contractual liability automatically extends to his co-exhibitors or represented companies.

5.4 If several companies wish to participate collectively at the event on shared stand space, these Terms of Participation are binding for each individual company. In this case, the companies must nominate a single representative on the Application Form to be the contact person for all dealings with the Organizer. Similarly, the provisions in article 4 also apply. For the collective use of an exhibition stand, all the companies are jointly liable with respect to the Organizer for the correct fulfillment of the contractual obligations undertaken.

6. Obligations for the Display of Products

7.1 The Exhibitor acknowledges that the exhibition centre is considered a public entertainment venue and agrees to comply with applicable regulations as such, complying with all requirements and formalities stipulated at such venues, as well as any regulations for the site where the exhibition is held and any technical regulations.

7.2 The Organizer has the right to clear the stands of any exhibited items if their display fails to comply with current legislation, moral standards or the Exhibition program. Advertising political and ideological ideals is prohibited. The Organizer is authorized to close and clear any Exhibitor's stand in cases of serious violation against the Terms of Participation.

7. Regulations for product sales

Given the specialist nature of the Exhibition, the sale of samples or of the items on display on the stand is prohibited. Publicly indicating the items on display with product tags is not allowed.

This rule does not apply to the products of publishing houses, such as specialist publications and magazines.

Koelnmesse is authorized to carry out any checks and take necessary action in case of violation of these conditions. Koelnmesse also has the right to immediately close the stands of these Exhibitors. If such action is taken, the Exhibitor in question has no right to claim damages or refund.

8. Inadmissible advertising /Violation of the Terms of Participation

The following types of advertising are prohibited in order to safeguard the general image of the Exhibition and to protect exhibitors and visitors from illegal harassment:

- exceeding the maximum height limit for stands;
- forms of advertising placed outside the rented stand space; – advertising containing ideological or political messages.

Any bags distributed must not exceed the following dimensions:

40 cm x 30 cm x 10 cm. Empty bags should not be distributed. Exhibitors may not organize games or raffles in the Exhibition Centre with the intention of attracting visitors to their stand.

The Exhibitor is personally responsible for ensuring the legality of any competitions, raffles, etc.

Distributing advertising material or samples for consumption off the Exhibitor's stand is not allowed.

9. Obligation for written notifications

All forms of notifications must be made in writing.

10. Data processing

Personal information provided by the Exhibitor may be processed by computer for the purposes indicated in the Application Form and any other forms relating to participation, in order to comply with institutional purposes and any other action – whether connected or complementary – whose purpose is to promote the exchange of goods and the services of the Organizer, including the actions required for the normal running of the Exhibition, for publication on line and off line, for the assessment of customer satisfaction, for commercial and marketing purposes, statistics and similar questions that may involve the notification and disclosure of data to third parties operating in Italy and/or abroad, including countries outside the European Union. Personal information provided by the Exhibitor may be stored on a computer located in a country in the European Union, notwithstanding the Exhibitor's rights according to Art. 7 of Legislative Decree 196 issued on 30/06/2003, which may be exercised directly towards the Organizer as the data controller. Specific security measures have been put in place to prevent data loss, illicit or improper use of data, and unauthorized access in compliance with articles 31-33-34-36 of Legislative Decree 196 issued on 30/6/2003. Data may be processed directly or by a third party, using any means. Said data may be used and disclosed - and shared with third parties - outside the national borders for any associated or follow-on event after the Exhibition, or event whose purpose is to promote the exchange of goods and services associated with the operations of the Organizer. The data controller is the Organizer, based in Viale Sarca 336/F, Milan, Italy. The Exhibitor has the right to access his personal information and exercise his rights as guaranteed by art. 7 of Legislative Decree 196/2003 (updating, correction, amendment, etc.) and may contact the Organizer for further information. Exhibitors are not obliged to provide said data or to consent to data processing; however consent is required for completing the operations described above. The Organizer may refuse to stipulate or execute the Contract for participation in the Exhibition in case of refusal. By signing this form, the Exhibitor specifically approves this clause and confirms he has read the notification provided according to art. 13 of Legislative Decree 196/2003, and consents to the processing of his personal information in the terms described above.

11. Responsibility for the production of Catalogue

The Organizer appoints a printing firm on behalf of Koelnmesse for the production, processing and production of the catalogue and of any advertisements.

Advertisers are responsible for the content of advertisements and entries and for any damages that may arise from them. Koelnmesse is not liable in case of printing errors, incorrect placement, other errors or incomplete or incorrect entries.

12. Severability

Should one or more provisions in these terms be, or become, entirely or partially ineffective, the validity of the remaining provisions and terms will remain unaffected. In this case, the Contracting Parties will conduct negotiations in good faith in order to substitute the invalid provisions with valid provisions that are as close to the rationale pursued by the invalid provisions as possible. Should the invalidity of a provision be due to the quantity of a service indicated or a deadline (a period or date), it will be replaced by a legally permissible measure that is as close as possible to the provision itself.

13. Applicable Law / Jurisdiction

The Application Form, the Terms of Participation, General Section and Special Section, and any other agreement or contract relating to the Exhibition are subject to Italian law. The Court of Milan will have exclusive jurisdiction for any disputes arising out the aforesaid contractual relationships.

Date [.]

Stamp and signature [.]

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Exhibitor confirms he has read these General Terms of Participation and expressly approves articles 1.3 Withdrawal by the Organizer and termination; 2.1 Admission of Exhibitors; 2.3 Allocation of stand space and annulment, 2.4 Organizer's disclaimer; 3.4 Closing stands and restrictions for exceptions; 3.5 Dismantling stands; 4.2 Costs risk and payment of the higher price, payment of monetary obligations; 4.5 Annulment for invoice-related exceptions; 5.3 The Exhibitor's responsibilities and the Organizer's right to withdraw; 13 Safekeeping / Insurance; 14 Data processing; 15 Responsibility for the production of the Catalogue; 17 Applicable Law / Jurisdiction.

Date [.]

Stamp and signature [.]