

BINDING APPLICATION FORM

ALPITEC CHINA 2019

International Trade Show for Mountain and Winter Technologies | January 16 – 19, 2019

Space allocation starts September 1st

Billing information (please fill in the missing information)

Company _____

VAT number _____

Tax ID number _____

Street address _____

Postal Code, City, Province _____

Country _____

Tel. _____

Fax _____

Mobile _____

E-mail _____

Website _____

Contact person _____

Send communications to: _____

(please only fill in this box if correspondence should not be sent to the address listed above)

hereby confirms to Fiera Bolzano S.p.A./Messe Bozen AG its participation at Alpittec China 2019, scheduled to take place on January 16 – 19 at the NCIEC, Beijing China, agreeing to the terms and prices of participation listed below.

Participation fee per exhibitor/exhibiting brand: €250,- + VAT

Required exhibition space:

- We request _____ sqm of raw exhibition space (minimum 12 sqm): €226,-/sqm + VAT (early bird price of €215,-/sqm applies to applications sent before July 31st 2018).
- We request an Alpittec China shell scheme: 55€/sqm + VAT.

As a deposit for the reservation as outlined above, the amount of €600.00 (including VAT) shall be transferred to: BIC/SWIFT – CRBZIT2B053 - IBAN – IT77 R060 4511 6160 0000 0119 500. **This contract is binding for the exhibitor upon being signed.** For Fiera Bolzano it will be binding with the issuing of the final invoice. Space allocation will start September 1st 2019.

I hereby acknowledge that I have read the General Terms and Conditions and am in agreement with them.

Date _____

Signature _____

Specific authorization: On the basis of and in accordance with Art. 1341 and Art. 1342 of the Italian Civil Code, the participant hereby expressly declares acceptance of all of the terms and conditions listed below and in particular the provisions contained in Articles 4, 7, 8, 9, 10, 11, 12, 14, 16, 17, 20, 21, 22, 23, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38.

Date _____

Signature _____

Disclosure of Information in Accordance with Italian Legislative Decree no. 196 of June 30, 2003 "Code for the Protection of Personal Information", Art. 13. The information provided by you may be used by Fiera Bolzano S.p.A./Messe Bozen AG with headquarters at Piazza Fiera 1, the legal proprietor of the data processing, for statistical and administrative purposes. Detailed information with regard to the use of the data in addition to the brief version of the information provided above as well as all of the rights possessed by affected parties may be obtained from our Internet site: www.fierabolzano.it/privacy-e.htm

CONSENT FOR ADVERTISING ACTIVITIES BY MEANS OF TELEMATIC INSTRUMENTS

In accordance with Italian Legislative Decree no. 196 of June 30, 2003 "Code for the Protection of Personal Information", Art. 23. The undersigned hereby grants permission to Fiera Bolzano S.p.A./Messe Bozen AG to process the personal information for the purposes of information, marketing, advertising, and the determination of the degree of customer satisfaction, including for the sending of information materials for a specific tradeshow. The information may also be forwarded on to the public media.

Yes, I agree.

Date _____

Signature _____

General Terms and Conditions for Participation in the Tradeshows and Exhibitions of FIERA BOLZANO S.P.A./MESSE BOZEN AG

1) Designation – Purpose – Participants – Calendar

Every year, in the interest of categories of producers and consumers from both within the country and abroad, the FIERA BOLZANO S.P.A./MESSE BOZEN AG organizes various exhibitions, tradeshows, conferences, and other events for the purposes of information exchange and continuing education.

FIERA BOLZANO S.P.A./MESSE BOZEN AG has the aim of supporting, assisting, and increasing the products of local agricultural, industrial, and craft companies and the exchange of goods between producers and business people of all countries, both in Italy and abroad.

The provisions of these tradeshow regulations are valid for all exhibitions that are organized by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

The starting and ending days of the event shall be established by FIERA BOLZANO S.P.A./MESSE BOZEN AG. FIERA BOLZANO S.P.A./MESSE BOZEN AG reserves the right to make use of its right at any time to change the starting or ending days or the duration of the event without the participants being entitled either to any claim for compensation for damages resulting therefrom or to the right to revoke the contract.

Participation in the events of the FIERA BOLZANO S.P.A./MESSE BOZEN AG is permitted for Italian and foreign manufacturers, their representatives, licensees, or agents, as well as corporations, associations, or other categories of producers which the tradeshow itself will indicate. The representatives, licensees, or agents of Italian and foreign companies that participate in the events without this authorization are themselves legally liable with respect to FIERA BOLZANO S.P.A./MESSE BOZEN AG.

The participant applications must be sent in writing to FIERA BOLZANO S.P.A./MESSE BOZEN AG and must contain the desired exhibition floor space, the companies that will be represented at the tradeshow, and the products that are to be exhibited. A participation fee must be paid for every company or co-exhibitor that is represented.

FIERA BOLZANO S.P.A./MESSE BOZEN AG shall decide upon the acceptance of the applications at its sole discretion and without any obligation to provide any justification.

FIERA BOLZANO S.P.A./MESSE BOZEN AG shall send to those requesting companies whose inquiry for participation was accepted and all interested companies that were contacted the cost proposal for participation and the associated "Confirmation of Participation" contract. The "Confirmation of Participation" contract must be signed by the company, filled out completely in all spaces, and returned along with the deposit within the deadline set by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

With the signing and the sending of the "Confirmation of Participation" on the part of the company to FIERA BOLZANO S.P.A./MESSE BOZEN AG, its participation in the event becomes binding and is governed by the guidelines from the current "General Terms and Conditions".

The signed "Confirmation of Participation" is legally binding for the corresponding event regardless of changes in the general tradeshow program of FIERA BOLZANO S.P.A./MESSE BOZEN AG as well as of that which pertains to the detailed program of the corresponding event.

The applicant shall pay the amount owed in the form and within the deadline established by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

Payment in full of the amount owed is a condition for occupying the assigned space. The failure to make payment in a timely fashion shall be equivalent to relinquishing the reservation and shall entitle FIERA BOLZANO S.P.A./MESSE BOZEN AG to make the corresponding space available.

The rent for the stands and the space is established every year in a rate schedule with a separate rate schedule being set for each event of the FIERA BOLZANO S.P.A./MESSE BOZEN AG.

In the event that the tradeshow event cannot be held, then FIERA BOLZANO S.P.A./MESSE BOZEN AG shall be obligated to reimburse only the amounts that have been collected.

2) Cancellation and Turnover

Any eventual lack of participation does not constitute a right to the reimbursement of the agreed-upon amount of rent. In the event of a notice of withdrawal from the participation contract on the part of the company, FIERA BOLZANO S.P.A./MESSE BOZEN AG shall in any case be entitled to 30% of the stand rent as long as the notice of withdrawal has been received at least three months before the beginning of the event. After the expiration of this deadline, 100% of the stand rent shall be paid, including any possible additional equipment which has already been ordered or realized by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

Floor space and stands that are not occupied at the time of the opening of the tradeshow or are unsupervised during the event are left in a condition of obvious neglect shall be considered as having been turned over by the participant to FIERA BOLZANO S.P.A./MESSE BOZEN AG.

3) Stands - Advertising - Vacating

The stands and floor space shall be concentrated by sectors at the sole discretion of FIERA BOLZANO S.P.A./MESSE BOZEN AG.

They shall be allocated to the participants in accordance with the general tradeshow plan and FIERA BOLZANO S.P.A./MESSE BOZEN AG reserves the right to alter the sectors for its own reasons, which may not be disputed, as well as to order rearrangements or changes in the stands without this conveying to the company concerned the right to withdraw from the participation contract or any claim for compensation for damages.

In the event of changes in the location or a reduction in the exhibition floor space as a result of decisions by the organizer, only the amount of the difference shall be brought into line.

Exhibition spaces, including any possible special equipment, shall be made available to the participants in a timely fashion before the beginning of the tradeshow, and the participants must arrange them at its own cost up to the opening day.

The exhibition spaces are made available with or without additional stand equipment.

Possible additional or personalized stand equipment must be ordered separately and within the deadline provided by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

For the arrangement of the stand, the provisions of the Technical Guidelines must be observed. These are published at www.messebozen.it and may be requested as needed.

Participants shall take care of the cleaning of the space allocated to them by FIERA BOLZANO S.P.A./MESSE BOZEN AG every day and for that purpose shall make use of its own personnel or that of a cleaning company that has been engaged by FIERA BOLZANO S.P.A./MESSE BOZEN AG. In the event that cleaning is not done every day or is not carried out carefully, the FIERA BOLZANO S.P.A./MESSE BOZEN AG shall take care of it with its own personnel and shall charge the participants for the corresponding costs.

Any type of publicity and advertising on the exhibition center site and outside of it shall be regulated exclusively by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

Advertising that is only for the participant's company which is cited in the confirmation of participation and in the catalog information may be used by the participant only within its own exhibition space. Advertising and notices outside of the allocated exhibition space and stands must be approved by FIERA BOLZANO S.P.A./MESSE BOZEN AG and is associated with the payment of a special fee.

Because of technical requirements and for reasons of service and similar requirements, promotional literature from FIERA BOLZANO S.P.A./MESSE BOZEN AG may be published and also eliminated without the affected exhibitor being entitled to any right of compensation.

The breaking down of the stands and the clearing away of the goods and materials may only take place at the times established by FIERA BOLZANO S.P.A./MESSE BOZEN AG. Pavilions and open-air exhibition areas shall likewise be vacated and cleared during the times established by the FIERA BOLZANO S.P.A./MESSE BOZEN AG and shall be returned in the same condition in which they were made available to the exhibitor. The lack of observance of the above provision shall entitle the FIERA BOLZANO S.P.A./MESSE BOZEN AG to the right to arrange for the clearing away by itself and it shall be entitled to compensation for its increased costs, including with the exhibitor's material assets.

The costs for the aforementioned clearing away shall be charged to the exhibitor by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

The proceeds from the sale of the products and materials shall be made available to the affected exhibitor after the deduction of the expenses of the FIERA BOLZANO S.P.A./MESSE BOZEN AG. If the amount as described above is not picked up within six months, then it shall belong to FIERA BOLZANO S.P.A./MESSE BOZEN AG. In any case, FIERA BOLZANO S.P.A./MESSE BOZEN AG shall assume no liability for goods or stand furnishings that may be left behind by an exhibitor within the exhibition center site.

For the introduction of any claim which can be made against the exhibitor, FIERA BOLZANO S.P.A./MESSE BOZEN AG is granted the right through the signature of the confirmation of participation to withhold exhibited goods or the stand furnishings, and the right to these objects is granted to it in accordance with and to the effects of Art. 2764 of the Italian Civil Code.

During the exhibition, the removal of samples, exhibited objects, or other materials of any kind is permissible only as a special exception and upon the prior issuing of a separate exit certificate on the part of FIERA BOLZANO S.P.A./MESSE BOZEN AG.

4) Services

Within the framework of the facilities that are present and in reference to the supplies that are promised on the part of the service industry, FIERA BOLZANO S.P.A./MESSE BOZEN AG shall make available to the exhibitor electrical current for lighting purposes, electrical current for power, water, telephone, Internet, and television under the conditions and at the rates which are to be derived from the service manual of the corresponding event in which the company is participating. If a request in this regard does not arrive to FIERA BOLZANO S.P.A./MESSE BOZEN AG within the deadline established in the service manual, then FIERA BOLZANO S.P.A./MESSE BOZEN AG shall not be obligated to provide the corresponding services.

With regard to these services, FIERA BOLZANO S.P.A./MESSE BOZEN AG shall be limited to arranging the services, safety, and risks which it takes on itself from the corresponding suppliers.

With regard to the electrical systems that are to be constructed in the area of the stands, the participant is obligated under its own responsibility to observe the safety regulations that are in force and not to manipulate the existing equipment.

In the event that the technical equipment that is required by the participant is not present on the exhibition space to which it is allotted, then junctions may be created from the normal lines by the personnel engaged by FIERA BOLZANO S.P.A./MESSE BOZEN AG – except if special technical reasons prevent this – but the costs associated with this shall be borne by the participant.

Any misuse or non-observance with the use of technical services:

- shall entitle FIERA BOLZANO S.P.A./MESSE BOZEN AG to employ the corresponding services but its right shall be unaffected to collect that to which it is entitled for the supplies that are carried out;
- in the case of damages shall result in compensation by the participant for damages inflicted upon the persons or property of FIERA BOLZANO S.P.A./MESSE BOZEN AG or third parties;
- shall expose the exhibitor itself to civil and criminal liability.
- shall entitle FIERA BOLZANO S.P.A./MESSE BOZEN AG to demand additional compensation for damages in the amount of 50% of the services required.

5) Insurance

FIERA BOLZANO S.P.A./MESSE BOZEN AG shall take out insurance at the exhibitor's cost for the following risks:

- damage from fire caused by the exhibitor to the detriment of FIERA BOLZANO S.P.A./MESSE BOZEN AG, other exhibitors, and/or third parties,
 - liability of the exhibitor toward FIERA BOLZANO S.P.A./MESSE BOZEN AG, other exhibitors, and/or third parties.
- Insurance protection shall be the responsibility of the exhibitor with regard to its own damages as a result of theft or fire – no matter what the cause – or for other reasons, for which FIERA BOLZANO S.P.A./MESSE BOZEN AG shall assume no liability or responsibility whatsoever.

6) Transport

Only the official shipping agent of FIERA BOLZANO S.P.A./MESSE BOZEN AG is authorized for carrying out everything having to do with transport, customs clearance, and so on with the business in association with the goods at the tradeshow, and specifically under those conditions and at those rates that are provided by FIERA BOLZANO S.P.A./MESSE BOZEN AG. Under the adherence to the special provisions established by FIERA BOLZANO S.P.A./MESSE BOZEN AG and, if applicable, the necessary safety requirements, the exhibitor may be authorized to carry out the transport with its own vehicles.

7) Catalog

Without assuming any liability, FIERA BOLZANO S.P.A./MESSE BOZEN AG shall realize an official catalog of the participants which have signed their contract, their confirmation of participation, and their form for being entered in the official catalog within the established deadline for the individual events.

Any possible advertisements in bold-faced type or print advertisements shall be subject to the payment of the fees that are established separately.

8) Admission

The opening hours of the tradeshow shall be established from year to year for each individual event and specifically for both the participants and the visitors, and the participants shall be informed of them in a timely fashion.

FIERA BOLZANO S.P.A./MESSE BOZEN AG reserves the right to change the established opening hours at its own discretion, even after the beginning of the event.

In order to enter the tradeshow, it shall be necessary to show the control personnel the admissions ticket, the identification that was issued by FIERA BOLZANO S.P.A./MESSE BOZEN AG, or the temporary permission slip issued by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

FIERA BOLZANO S.P.A./MESSE BOZEN AG shall make available to every individual participant a number of identifications in proportion to the stand floor space and on the basis of the details that are contained in the service manual. The issuing of the identity card is tied to the payment in full of the rental price for the entire reserved space.

The resale or loaning of the admissions identification or discounted tickets to third parties is prohibited.

9) Prohibitions

Participants are prohibited:

- from transferring or subletting, even in part or without cost, the exhibition space or stand;
 - from exhibiting products or services that are not listed in the confirmation of participation;
 - from providing the price of the exhibited products except in the areas that are defined;
 - from sales and immediate delivery unless a special authorization exists from FIERA BOLZANO S.P.A./MESSE BOZEN AG in connection with the payment of possible additional charges as established in the fee schedule and with the adherence to the provisions under tax law and the health code;
 - from entering the exhibition center site or remaining in it outside of the established opening hours;
 - from any form of publicity by the participant in the area of the event that goes beyond normal advertising for the products that are exhibited; in particular, this prohibition applies to publicity of a political or religious nature or with a political or religious content;
 - from serving food or drink for payment without prior written authorization;
 - from using bottles or other containers for gas of any kind or from filling or keeping in a filled condition tanks or pots or other containers for the use of machines with fuel or propellant unless a special authorization is obtained on the part of FIERA BOLZANO S.P.A./MESSE BOZEN AG.
 - from putting into operation machines that are being exhibited. In any case, FIERA BOLZANO S.P.A./MESSE BOZEN AG reserves the right to authorize such exhibitions as well as to carry out any other experiment or procedure provided that this does not carry with it any danger or disruption for other exhibitors or for the public;
 - from igniting fire, from bringing in explosive, dangerous, or foul-smelling substances or any substances which may cause damage or disturbance;
 - from any reproducing without the expressed authorization on the part of FIERA BOLZANO S.P.A./MESSE BOZEN AG including the photographing of complete or partial view, sample pieces, or processes at the tradeshow;
 - from the generation of noise of any kind or music which may bother or disturb visitors or exhibitors;
 - from performances of a theatrical, musical, competitive, or athletic nature, with or without the participation of the public, if a special authorization has not been provided by FIERA BOLZANO S.P.A./MESSE BOZEN AG.
 - from the exhibition or bringing along of animals into the exhibition center site without the special authorization of FIERA BOLZANO S.P.A./MESSE BOZEN AG.
 - from the application of loads on the structures of the pavilions, the walls, the columns, etc. or from the attaching or application of posters, wires, panels, banners, adhesives, or other such applications to them unless otherwise provided by the Technical Service by means of an expressed written authorization.
- The driving of cars or trucks on the exhibition center site shall be regulated by the Technical Guidelines or else by the details in the Service Manual.

Any publication that conflicts with the program and rights of FIERA BOLZANO S.P.A./MESSE BOZEN AG is hereby prohibited. FIERA BOLZANO S.P.A./MESSE BOZEN AG is the sole proprietor and owner of the brands of the individual events which are to be found on the official calendars of the Fiera Bolzano S.p.A./Messe Bozen AG, including the name "Fiera Bolzano S.p.A./Messe Bozen AG" itself.

With respect to violations, FIERA BOLZANO S.P.A./MESSE BOZEN AG reserves the right:

- to require compensation for damages that are directly or indirectly inflicted upon the persons or property of FIERA BOLZANO S.P.A./MESSE BOZEN AG or third parties;
- to withdraw or confiscate the identification for free admission;
- to collect a surcharge up to a maximum of the amount paid for the exhibition space;
- to impose the temporary closure of the exhibition space without the participant being entitled to assert any claim for compensation for damages;
- to have the exhibition space cleared and to allow third parties to enter without granting a reimbursement of the amounts paid and without the participant having a claim for any compensation for damages.

10) General Provisions

The exhibitors are obligated to keep the stands open during the opening hours and to keep them occupied with personnel.

Complaints of any kind about the organization of the events and their running shall only be taken into consideration if they have been made up to the closing day in writing in the form of a registered letter to FIERA BOLZANO S.P.A./MESSE BOZEN AG. Decisions made by FIERA BOLZANO S.P.A./MESSE BOZEN AG in this context are final and may not be contested.

Only the obligations assumed by the legal representatives of FIERA BOLZANO S.P.A./MESSE BOZEN AG, by the director, or by its employees shall apply under the condition that the latter shall be authorized to do so by the former in writing.

FIERA BOLZANO S.P.A./MESSE BOZEN AG reserves the right to add additional regulations and provisions in order to better regulate the various events and the furnishings associated with them. These regulations shall have the same validity as those of these tradeshow regulations.

The participant hereby acknowledges its legal status with complete effectiveness in Bolzano, Italy at the registered address of the organizing FIERA BOLZANO S.P.A./MESSE BOZEN AG and hereby recognizes with complete legal effectiveness Bolzano, Italy as the competent jurisdiction.

Companies that do not pay their invoices by bank transfer within the deadline established by FIERA BOLZANO S.P.A./MESSE BOZEN AG shall be charged interest on arrears at the rate determined by law.

The inspection personnel appointed by Fiera Bolzano/Messe Bozen is hereby entitled at any time to carry out inspections of vehicles. Vehicles for which inspection is refused may be prohibited from entering the exhibition center site.

11) Safety Precautions and Accident Prevention

In accordance with Italian Legislative Decree no. 81 of 2008 and its subsequent amendments, on the occasion of stand construction works or furnishing works at the stand, the exhibitor shall see to it that for those that view it as an employer, all work is to be carried out under the strict observance of safety and accident prevention measures. In the event that this work is not carried out under its own direction, the exhibitor is obligated to inform the contractor of the legal regulations and to require the contractor to carry out the stand construction work and furnishing work under the adherence to the legal regulations for safety. In addition, the exhibitor shall see to it that regulations on hygiene and the environment as well as regulations with regard to public safety are followed.