

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

## Description - Purpose - Participants - Calendar

1) FIERA BOLZANO S.P.A./MESSE BOZEN AG organizes various exhibitions and tradeshows every year in the Italian or in manufacturing countries, both within Italy and abroad. The Bolzano Autumn Trade Fair has an international character and is a member of the Union des Foires Internationales.

2) 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.

3) The provisions of these tradeshows regulations shall be valid for all exhibitions that are organized by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

4) 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 to any claim for the compensation for damages resulting therefrom.

5) Participation in the tradeshow is authorized 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 shall themselves be legally liable with respect to FIERA BOLZANO S.P.A./MESSE BOZEN AG.

6) The participant applications shall be sent in writing to FIERA BOLZANO S.P.A./MESSE BOZEN AG and must contain the desired exhibition floorpace, the companies that will be represented at the tradeshow, and the products that are to be exhibited. The participation fee shall 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. Upon the acceptance of the application, FIERA BOLZANO S.P.A./MESSE BOZEN AG shall send the applicant its own form, the "Confirmation of Participation", which the applicant shall send back fully completed and signed along with the attachments and the payment indicated by FIERA BOLZANO S.P.A./MESSE BOZEN AG within the deadline established by it. FIERA BOLZANO S.P.A./MESSE BOZEN AG will issue an invoice as confirmation of participation. With this document, the registration of the applicant will be documented with full legal consequences for the tradeshow event in the assigned exhibition spaces.

7) The applicant shall pay the amount owed in full in 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, in any case regardless of the provisions of the second paragraph of Article 10.

8) The amount of rent for the stands and the floorspaces shall be provided annually in a separate rate, and this shall represent an essential component of these tradeshows regulations.

9) 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.

## Cancellation and Relinquishment

10) Any eventual lack of participation shall not constitute a right to the reimbursement of the agreed-upon amount of rent. If, however, FIERA BOLZANO S.P.A./MESSE BOZEN AG receives notice in writing no less than sixty days before the beginning of the event and is successful in transferring the reserved space to another participant in the event, then FIERA BOLZANO S.P.A./MESSE BOZEN AG shall be entitled to only 30% of the amount owed for the participation.

11) Floorpace and stands that are not occupied at the time of the opening of the tradeshow or are unreserved during the event or 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.

## Stands - Advertising - Breakdown and Cleanup

12) All stands are created by groupings of goods 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 groups of goods for its own unalterable reasons as well as to order rearrangements or changes in the stands.

In the event of changes in the location or a reduction in the exhibition floorpace as a result of decisions by the organizer, only the amount of the difference shall be adjusted.

13) Exhibition spaces shall be made available to the participants in a timely fashion before the beginning of the tradeshow, and the participants shall arrange them at its own cost up to the opening day.

14) The exhibition spaces shall be made available without back or side walls. It may be possible to order the stand arrangement separately. For the arrangement of the stand, the provisions of the technical guidelines shall be followed. These are published at [www.messebozen.it](http://www.messebozen.it) and may be obtained upon request. They form an integral component of these General Terms and Conditions for Participation in the Tradeshows and Exhibitions of FIERA BOLZANO S.P.A./MESSE BOZEN AG.

15) 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 remain at the disposal of its own personnel that of 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.

16) 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 benefit and which is clearly identified as such shall be permitted 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 the 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.

17) The breaking down of the stands and the clearing away of the goods and materials may only be started at the time 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 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 by FIERA BOLZANO S.P.A./MESSE BOZEN AG. In the event that sixty days elapse without the nonperishable products and materials as described above being picked up, then they may be sold. 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.

18) The exhibitor shall be obliged to provide the exhibitor, FIERA BOLZANO S.P.A./MESSE BOZEN AG is hereby 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.

19) 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. After the completion of the event, the removal of exhibited products and other goods requires the issuing of an exit permit and the determination that is issued specifically for this purpose.

## Technical Equipment

20) 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 current for lighting purposes, current for power, water, and telephone under the conditions and at the rates under its FIERA BOLZANO S.P.A./MESSE BOZEN AG. The exhibitor in a timely fashion shall collect that to which it is entitled for the supplies that are carried out shall be unaffected.

21) In the event that a request in this regard is not made, FIERA BOLZANO S.P.A./MESSE BOZEN AG within the deadline that is established in the service book, then it shall not be obligated for their supply. For services that are applied for after the established deadline, an additional charge of up to fifty percent shall be charged. With regard to this equipment, FIERA BOLZANO S.P.A./MESSE BOZEN AG shall be limited to arranging the services, security, 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 to ensure the safety of the equipment that are to be constructed. The participant is prohibited from manipulating 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 employees of 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.

22) Any misuse or non-observance with the use of technical equipment:  
a) shall entitle FIERA BOLZANO S.P.A./MESSE BOZEN AG to employ the corresponding services but its right to collect that to which it is entitled for the supplies that are carried out shall be unaffected;  
b) 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;  
c) shall expose the exhibitor itself to civil and criminal liability.

## Insurance

23) 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.

24) 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 causes - or for other reasons, for which FIERA BOLZANO S.P.A./MESSE BOZEN AG shall assume no liability or responsibility whatsoever.

## Transport

25) Only the Exhibition Center shipping agency is authorized to conduct all business associated with the transport, customs processing, etc. of the tradeshow goods, and the rates shall be announced in a timely fashion. 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.

## Intellectual Property

26) In the event that they do not yet carry legal protection or legal protection has not yet been applied for them, temporary rights of protection on the part of the competent authorities shall be in force for inventions, models, drawings, and trademarks if the national provisions in this regard are formally and obligatorily adhered to.

## Tradeshow Catalog

27) Without assuming any liability, FIERA BOLZANO S.P.A./MESSE BOZEN AG shall attend to the editing of an official catalog of the participants who have submitted their "Confirmation of Participation" and the form for registration in the official catalog within the established deadline for the individual events.

28) Possible advertisement in bold-faced type or display advertisements shall be subject to the payment of the fees that have been established in that connection.

## Admissions

29) 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.

30) 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 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 floorspace as well as the corresponding regulations that have been issued in a timely fashion. 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.

## Prohibitions

31) Participants are prohibited:

a) to transfer or sublet, even in part or without cost, the exhibition space or stand;  
b) to exhibit products or services that are not listed in the confirmation of participation;  
c) to provide the price of the exhibited products except in the areas that are defined;  
d) to sell or to irrevocably deliver without the special permission of FIERA BOLZANO S.P.A./MESSE BOZEN AG and without the payment of the additional charge as determined in the fee schedule;

e) to enter the exhibition center site or to remain in it outside of the established opening hours;  
f) to provide 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;

g) to serve food or drink for payment without prior written authorization;  
h) to use bottles or other containers for gas of any kind or the filling or keeping in a filled condition of 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.

i) to put 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 expert or procedure provided that this does not carry with it any danger or disruption for other exhibitors or for the public;

j) to ignite a fire, to bring in explosive, dangerous, or foul-smelling substances or any substances which may cause damage or disturbance, as well as to produce or distribute balloons that are filled with helium;

k) to reproduce 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;

l) to generate noise of any kind or music which may bother or disturb visitors or exhibitors;  
m) to exhibit or bring along animals in the exhibition center site without the special authorization of FIERA BOLZANO S.P.A./MESSE BOZEN AG.

32) The driving of cars or trucks on the exhibition center site shall be regulated by the Technical Guidelines or in accordance with the details in the Service Book.

33) 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 trademarks INTERNATIONAL AUTUMN TRADE FAIR, HOTEL, UFFICIO-BURO, FREIZEIT, BAUSCHAU, LIGNONEC, ARREDO, FRONTIERA, HOLIDAYS, PREZIOSA, FLORALIA, AGRIPAL, INTERMOD, SAPORIATA, PROMOTER, ALTERNATIVE, VITEC, KILWAHORE, AUTOCOM, BIOLIFE, CIVILPROTEC, PRODDONNA, MONEY, MEDIA, BAUMEC, SPORTIALLY, KUNSTART, SHOE COLLECTION, SPORT MODE COLLECTION, JEANS & CASUAL COLLECTION, MODE & COUNTRY COLLECTION, MESSE BOZEN, and FIERA BOLZANO as well as of possible additional events that may be held in the future by FIERA BOLZANO S.P.A./MESSE BOZEN AG.

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

b) to withdraw or confiscate the identification for free admission;  
c) to collect a surcharge up to a maximum of the amount paid for the exhibition space;  
d) to impose the temporary closure of the exhibition space without the participant being entitled to assert any claim for compensation for damages.

e) 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 or damages.

## General Provisions

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

36) 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.

37) 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.

38) 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 tradeshows regulations.

39) 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.

40) 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.

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

## Safety Precautions and Accident Prevention

In accordance with Article 7, Paragraph 2 of Italian Law no. 626/94, with reference to stand construction works or furnishing works at the stand, the exhibitor must 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 regulations. 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.