

EXHIBITION AREA APPLICATION CONTRACT

THE COMPANY:

Company name:		
Operational headquarters address:		
City:	Province:	Postal code:
Country:		
Tel:	Fax:	
Tax code*:	VAT number:	
SDI*:	PEC e-mail*:	
Website:	E-mail:	
Facebook:	LinkedIn:	
Instagram:	TikTok:	
YouTube:	Other social media:	



1st Cosmetics Industry International Summit
16th-17th October 2024
from 9:30 a.m. to 6:00 p.m.
Bergamo Exhibition Center - Bergamo, Italy
www.beautytobusiness.it

THE CONTACT PERSON:

Name and Surname:	
Direct phone number:	E-mail address:
Job title:	

REGISTERED OFFICE DATA IF DIFFERENT FROM THOSE OF THE OPERATIONAL HEADQUARTERS:

Address:		
City:	Province:	Postal code:
Country:		
Tel:	Fax:	
Legal representative:		

Description of the exhibited products, for space allocation and catalogue:
Represented trademarks and foreign country of origin*:
Contract notes:

*only for Italian companies/solo per le aziende italiane

ASK TO BE ADMITTED EXHIBITING TO BEAUTY TO BUSINESS 2024 AND BOOKING THE FOLLOWING EXHIBITION SPACE AND SERVICES (tick all appropriate boxes):

SET-UP EXHIBITION AREA:

	QUANTITY	RATE	TAXABLE
SET-UP EXHIBITION AREA (AS SPECIFIED IN THE GENERAL REGULATIONS)		€280.00/mq	

INSCRIPTION FEE:

INSCRIPTION FEE AND INCLUDED SERVICES (AS SPECIFIED IN THE GENERAL REGULATIONS)			TAXABLE
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ADDITIONAL SERVICES:

	QUANTITY	RATE	TAXABLE

THE COMPANY AGREES TO PAY THE FOLLOWING CONSIDERATION:

TAXABLE	€	VAT 22%	€	TOTAL	€
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PAYMENT SCHEDULE:

DEPOSIT: to be paid at the time of signing the participation contract	Deposit Amount €
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BALANCE: TO BE PAID BY JULY 15, 2024 (unless requests for additional services are made after this document is signed).	Balance Amount €
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All payments should be made by bank transfer to the bank account in the name of:

PROMOBERG SRL at BPER Banca | IBAN CODE: IT 70 C 05387 11111 000042566239 (BIC/SWIFT: BPMOIT22)

Cash, bank check and credit card payments are also accepted (except American Express)

We hereby confirm our participation in Beauty to Business and we confirm that we have been supplied with the Terms and Conditions, which form part of this contract. We have read the Terms and Conditions and confirm our acceptance of these. By signing this contract, the applicant accepts all the conditions laid down in the Terms and Conditions and in the Exhibitors Notebook. The validity of this contract is subject to the payment of the deposit invoice issued by the Organizer.

N.B. The Organizer reserves the right to terminate the contract if the total amount is not correctly paid. The Organizer will not pay any indemnity and/or compensation. The Organizer will communicate by register letter with return receipt or PEC the will of nullify the contract.

DATE _____ STAMP AND SIGNATURE _____

Next steps... Thank you for completing your space application contract. We will process your order and issue an invoice. Your deposit payment must be returned upon reception of invoice.

PLEASE COMPLETE THE ORIGINAL CONTRACT EVENTUALLY SIGNED (INCLUDING THE TERMS AND CONDITIONS) AND RETURN IT WITHIN ONE WEEK FROM THE DATE OF RECEIPT OF THE SAME TO: PROMOBERG s.r.l. Via Lunga c/o Fiera Bergamo, 24125 Bergamo, Italy - Tel: +39 035 323 0911 - E-Mail: beautytobusiness@promoberg.it

GENERAL REGULATIONS

AIMS OF THE SHOW

Art. 1. - BtoB - Beauty to Business - (from now on the **Show**) is an annual Exhibition.

The Show is reserved for industry professionals, who visit the event motivated by a desire to make contact with exhibiting companies. These exhibiting companies operate in the **cosmetics industry chain**. Beauty to Business showcases the products, services, equipment of the reference companies, i.e., in a nutshell, **suppliers of raw materials and ingredients, packaging, machinery, subcontracting, contract manufacturing, full-service solutions, technologies and related services.**

SHOW ORGANIZER

Art. 2. - The Show is organized by Promoberg S.r.l. (from now on the **Organizer**), with registered office at 137, Via Borgo Palazzo, Bergamo, and operating offices in Via Lunga, at **Bergamo Exhibition Center** - tel. +39 035 3230911- url: www.bergamofiera.it - e-mail: info@promoberg.it.

Art. 3. - The Show will take place at Bergamo Exhibition Center, Via Lunga on Wednesday, October 16th, and Thursday October 17th, 2024, opening hours are from 09:30 a.m. to 6:00 p.m. The Organizer reserves the unquestionable right to change the period of development of the Show, its duration, as well as the dates and times of openings and closings of the same, without the exhibitors and/or third parties having any right to reimbursement or compensation.

Art. 4. - Visitors are professionals working in the cosmetics industry; they will be able to access to the Exhibition halls at scheduled times after pre-registration online or at the ticket office. Visitors are prohibited from distributing propaganda and selling goods. In case of violation of these rules, the Organizer reserves the right to remove offenders from the Show in order to safeguard the smooth running of the event and to protect the exhibitors from unfair competition. The Organizer may grant exceptions to this prohibition only for activities of non-profit and philanthropic interests.

Art. 5. - The organization procedures of the Show are compliant with the provisions of Lombardy Regional Law No. 6/2010 as amended. The participation contract consists of this document and the rules/regulations contained in the Exhibitor's Notebook. The Exhibitor's Notebook summarizes in a nutshell the access rules, risk assessment, DUVRI, set-up and behavior rule.

SHOW ADMISSION CONDITIONS

Art. 6. - As a guarantee of the fulfillment of the obligations undertaken in the participation contract, the Exhibitor agrees to pay a deposit equal to 50% of the total amount with the submission act upon receipt of invoice. The balance must be paid by July 15th, 2024. The Organizer reserves the right to terminate the contract in the event of non-payment of the amount due, in which case the exhibitor shall not be entitled to claim any compensation and/or damages. The Organizer will notify by register letter with return receipt or PEC of its intention to cancel the contract.

Art. 7. - The Exhibitor is required to provide a document certifying the updated registration of his company, issued by the competent authority (for Italy it is C.C.I.A.A.). N.B. In case of changes in company name, registered office, legal representative, etc. after the date of submission of the certificate, the Exhibitor is required to provide a new updated certificate.

Art. 8. - The exhibiting company is obliged to exhibit the products and services declared in the registration process, the declaration of the products exhibited is binding, any changes in the type/merchandise of the products intended to be exhibited must be communicated to the organizing office, which also adopts the logic of the best distribution of product merchandise types in defining the Exhibition layout.

The Organizer reserves the right to remove the defaulting Exhibitor from the Event and freely dispose of the Exhibition space, without any reimbursement or compensation, even if such space is later granted to another company. The Participation contract, submitted by representatives, dealers or agents participate in the Show without being authorized by their respective companies, they agree to engage directly with the Organizer, who reserves the right to accept their Participation Contract and/or their presence at the Show.

PARTICIPATION RATES

Art. 9. - Participation rates are the following:

- Inscription fee € 400.00

Includes: inclusion in the Exhibitors Catalogue on the Show website; cumulative insurance policy covering fire and liability (excluding theft); exhibitor electrical system check; set-up materials check; fire and general surveillance; cleaning of common areas.

The Exhibitor is entitled to promote and display the products and services of represented firms provided such firms are declared to the Organization. Registration of represented firms/brands has a flat fee of €5.00/each, this amount does not affect the final count as it is included in the registration fee. The number and data of represented firms (foreign or domestic) can also be communicated after the signing of this contract, by e-mail or through the Exhibitors' web area.

- Set-up Exhibition area € 280.00/m²

The exhibition space is pre-equipped, includes: electrical connection with power panel 1 kW/220 V; partitions in fire-retardant honeycomb wood h 300 cm (thickness 4 cm), painted white; label with the Exhibitor's name on the band (dim. 25x50cm); white-painted perimeter band (h 30 cm), supported by load-bearing columns (10x10 cm); closet of 1x1 meter with door with lock; furniture: clothes hanger, wastebasket, table with white laminate finish + n.3 chairs; desk with white laminate finish + n.1 stool; n.1 led spotlight every 8 m²; background wall of 3x3 m customizable with Exhibitor's graphic; fireproof moquette.

Unless otherwise agreed with the Organizer, Exhibition booths must be 16 m² or multiples thereof.

RATES FOR ADDITIONAL SERVICES:

- Additional electric power from 2 to 9 kW/220V, each KW (1 kW already included)	€ 60.00
- Additional electric power 380V, including electrical panel each kW, max 14 KW per panel	€ 50.00
- Supply of compressed air outlet point (where available, excluding connection to machinery)	€ 150.00
- Supply point for water intake, loading and unloading (excluding connection)	€ 100.00

Requests for activation of these services and additional available services indicated in the Exhibitor's Notebook must be received by the Organizer by September 15th, 2024.

EXHIBITION LAYOUT – OFFICIAL EXHIBITORS CATALOGUE

Art. 10. - The Organizer will arrange for the printing and distribution the "Official Exhibitors Catalogue" either directly or through appropriate authorized agency or company. The data therein will be taken from the Catalogue data, such data can be verified and customized by the exhibitor by accessing its web area, the credentials for accessing the web area will be communicated together with the confirmation of participation, along with the notification of the assigned exhibition space. The Organizer disclaims any responsibility for any errors or omissions which may occur when filling in the "Official Exhibitors Catalogue" and reserves the right to edit, delete or group entries as often as it deems useful.

CLEANING OF COMMON AREAS - PENALTY

Art. 11. - The Organizer will collect waste in the passageways and common areas on set-up and Exhibition days. In this regard, please note that the Exhibitor is responsible for the cleanliness of the spaces exclusively assigned to him, he is required not to aggravate the already burdensome task by depositing waste and packaging in the common areas. The collection, holding, transportation, storage, and disposal of waste must be carried out in accordance with Legislative Decree 152/2006 as amended and supplemented.

Bulky waste and waste from set-up and processing must be removed by the Exhibitor and/or the suppliers appointed by the same, at the end of the Show and demobilization the space granted must be left in a pristine state, of case of non-compliance with this rule, Exhibitors will be charged a fine of € 500.00, in addition to compensation for additional damage and restoration costs.

INFORMATION SERVICE

Art. 12. - There is a special reception service at the entrance of Bergamo Exhibition Center, where visitors can receive information about the location of single booths, the list of exhibiting companies,

the Exhibition opening hours, and anything else which may be useful for the success and enjoyment of the Show.

ENTRY PASS FOR EXHIBITORS AND VISITORS' INVITATION TICKETS

Art. 13. - Each Exhibitor is entitled to **no.3 exhibitor badges and no.2 car passes for the first Exhibition module (16 m²), in addition to no.1 for each additional module (of 4x4 m).**

The Exhibitor pass is nominal. It can also be used during the Exhibition (Show opening) and Operations (set-up and dismantling) phases, on Exhibition days it allows access before the opening hours of the Show to the public, as better specified on the same card.

Online accreditation in the web area is required to obtain Exhibitor badges and car passes, following the steps that will be communicated together with the notification of the Exhibition space.

Operations Badges: allow access to the Exhibition Center exclusively on set-up and demobilization days, do not have a quantity limit, are issued for the Exhibitor's personnel who will access exclusively on these days and to the Exhibitor's contractors in charge of supervising the Operations phases, so that these contractors take responsibility for the personnel they have appointed and acquire through the portal the useful info for security management (partially relieving the contractor Exhibitor from this responsibility). It should be noted that the number of badges for set-up and dismantling (Operations) is not subject to numerical constraints and that all persons accessing must be accredited in advance.

Art. 14. - The Exhibitor will receive a number of invitation tickets, quantified in proportion to the allocated Exhibition space. **The Exhibitor cannot sell free admission tickets.**

ADVERTISING

Art. 15. - In addition to the advertising guaranteed to each Exhibitor in the Official Exhibitors Catalogue, the Organizer plans an advertising campaign aimed at promoting the Event, including around the Exhibition Center. Exhibitors who wish to adopt additional forms of advertising may contact the Organizer, which has prepared a book of supplementary visibility offers, which can be consulted in the Exhibitors' web area. In this regard, it should be noted that exhibitors may not use spaces other than those assigned to them for their advertising without the permission of the Organizer. Exhibitors are required to pay all fees related to the advertising adopted, including royalties to the SIAE. For aesthetically orderly display, handwritten signs are not permitted. The Exhibitor agrees to hold the Organizer harmless from any liability attributable to the advertising promotion activity.

Art. 16. - The Organizers claims exclusive ownership over the distinctive and naming marks of the Event in all its modifications, abbreviations and acronyms and inhibits anyone from using them without its prior written consent.

Art. 17. - The Exhibitor, by signing these Rules of Participation, consents to the Organizer to take images (photos and videos) of its booth and related products exhibited during the Event and to proceed to its digital and/or printed publication (e.g.: social channels, trade magazines, website, etc.) for the Organizer's own promotional purposes.

BOOTH ASSIGNMENT

Art. 18. - **BOOTHS WILL BE ASSIGNED AT THE SOLE DISCRETION OF THE ORGANIZER WITHIN THE LIMITS OF THE SPACE AVAILABLE, TAKING INTO ACCOUNT THE NEEDS OF ORGANIZATION, USABILITY, SAFETY AND THE PURPOSES OF THE EVENT.** For technical, or merchandising, or any other needs, the Organizer reserves the right to change at any time, and therefore even after the invoice has been sent and during set-up operations, the location of the space already granted, to increase or reduce its surface area and in any case to make any changes to the area already granted that are necessary for the smooth running of the Show. The assignee may not claim compensation for any damages for the consequences arising from such assignment. In any case, the Exhibitor will be required to pay for the area actually granted.

Art. 19. - **The transfer or subletting of exhibition space, even if temporary, is strictly prohibited.** Exhibitors participating in the Show may not host, even free of charge, firms or items that are not included in the list agreed with the Organizer or that the Exhibitor is not authorized to sell. Any form of advertising on behalf of other companies is also prohibited.

Art. 20. - In the case of particular negligence in the supervision of their own Exhibition space, the Exhibitor may incur the revocation of the assigned booth according to the Organizer discretion.

BOOTH SET-UP

Art. 21. - **Exhibitors who do not intend to adopt the planned set-up must submit the set-up project to the Organizer by August 30th, 2024, regardless of the development height and structures used. Access to the Exhibition Center will be possible for set-up operations on Monday, October 14th and Tuesday, October 15th from 8:00 a.m. to 8:00 p.m. Booths which are not taken up by their legitimate assignees by 12:00 p.m. on Tuesday, October 15th, 2024, will be assumed to be abandoned** and the Organizer may assign them to other Exhibitors without any refund of the amounts paid in advance by the defaulter.

In this case, the Exhibitor is obliged to pay the Organizer the consideration agreed upon in the Participation Contract, as well as the amounts due for additional services already activated in the Exhibition area assigned to it.

Exhibitors must report, no later than 15 days prior to the start of the Show, their needs for overnight electricity supply for the maintenance of their exhibited goods. In any case, the Organizer assumes no responsibility for the loss or deterioration of the merchandise itself.

Art. 22. - The Exhibitor must set up the assigned spaces in the most practical and adequate way possible. The Organizer reserves the right to order the Exhibitor to make, at its own expense, all modifications which, in its sole discretion, are necessary for this purpose, as well as all technical modifications necessary to ensure compliance with the laws on hygiene, accessibility and safety. It is understood that the Exhibitor is entirely responsible for the statics of the fittings. Upon signing this contract, the Exhibitor agrees to indemnify and hold the Organizer harmless from any claims for damages caused to the Exhibitor, the Organizer or third parties due to faults in the fittings

Art. 23. - **It is absolutely forbidden to drill holes, tamper with or anchor in any way to the structure of Bergamo Exhibition Center.** PENALTY CLAUSE: if the Exhibitor fails to comply with the provision above, he is obliged to pay a € 500.00 penalty, in addition to compensation for any additional damage for restoration if necessary. The Exhibitor, at the same time as taking possession of the Exhibition space, must check the integrity of the structures (fixed and non-fixed) entrusted to his custody. On this occasion, if he detects that these structures are even slightly damaged, he is obliged to notify the Organizer immediately.

Art. 24. - All materials to be used for the setting up of Exhibition spaces (partitions, backdrops, various structures, platforms, coverings, fabrics, fitted car-pets, curtains, etc.) must be compliant with the fire reaction class imposed by law for public entertainment premises and certified on the basis of the procedures and tests established by the Italian Ministry of the Interior. Therefore, only fireproof materials or materials belonging to the fire reaction class stipulated by the Ministerial Decrees 6.07.1983, 26.06.1984, 25.08.1984 shall be used for the construction of the booth. The Exhibitor is required to submit Organizer, prior to the commencement of the Show, a copy of the approval certificates issued by the Ministry of the Interior (certifying the fire reaction classes of the materials used) and the statement attesting to the compliance of all materials used with the aforementioned certificates. In particular, it is noted that materials susceptible to catch fire on both faces, floor and/or wall covering materials must belong to the class of non-combustible materials or fire reaction class 1.

Failure to comply with the aforementioned regulations and those set out on the subject in the Exhibitor's Notebook obliges the Organizer to take precautionary measures such as: an order to remove materials that do not comply with fire regulations from the Exhibition space and/or the unfit for use of the booth. In such cases, the Exhibitor will not be entitled to any reimbursement.

N.B. Approval certificates that do not comply with Ministerial Decree No. 48 of June 26, 1984, as amended, are not valid.

Art. 25. - Pursuant to Italian Legislative Decree 81/08 as amended and supplemented, the Exhibitor declares that he is aware of and undertakes to adopt all general measures to protect the health and safety of the workers employed on the booth.

The Exhibitor declares that he has read the document of risks' assessment prepared by the Organizer that is included in the Exhibitor's Notebook that can be consulted at www.promoberg.it. The Exhibitor also declares that he/she is familiar with: the specific risks associated with the work within the Exhibition Center, the problems and/or requirements relating to plant and technical aspects, access, road conditions and logistics within the Exhibition Center and provisions in the event of fire or danger.

The Exhibitor undertakes to report the Organizer the specific risks related to his own business activity, if they are not already included among those assessed by the Promoberg S.r.l.

The Exhibitor also undertakes:

- to accredit on the web area for the purpose of obtaining access badges for its personnel, who in any capacity access the Exhibition Center;
- to communicate to all those operating in his own booth the health and safety risks to which they expose themselves in carrying out activities within the Exhibition Center;
- to communicate to all those operating in his own booth the risks of interference with the work of other companies that are simultaneously taking place within the Exhibition Center. Any specific risks arising from interference not assessed as standard by Promoberg S.r.l., if different from those already analyzed, will be communicated by the Organizer with supplementary correspondence;
- to verify the technical and professional suitability of the companies or self-employed workers it may call upon to work within its booth.

In particular, all Exhibitors must comply with the following fire behaviors.

(D.M. of March 10th, 1998. appendix VII – point 7.2)

All exhibitors must be aware of the evacuation regulations in force within the Exhibition Center and must report the following anomalies to the Organizers:

- malfunctioning of the electrical panel in their own use;
- damage to fire-fighting equipment;
- presence of waste materials near the escape routes;
- non-compliance with the no smoking restriction.

Under emergency conditions, they must:

- implement current evacuation procedures without creating panic or hindering the work of internal and external rescue teams;
- refrain from engaging in a rescue operation in the absence of authorization or capacity, so as not to create a hindrance to rescue efforts.

The Exhibitor assumes all responsibility, holding Promoberg S.r.l. harmless for any and all damages occurring to its own workers and/or those of the companies contracted to do the set-up work, during the set-up and/or dismantling of its booth.

ELECTRICAL SUPPLY

Art. 26 - The electrical systems of the Exhibitors must be installed by single exhibitors in compliance with rules in force (Law 186/68, D.M. n. 37 of 22.01.08, Standard CEI 64/08 and CEI 64/08 sec. 7.11 as amended and supplemented) and must in any case comply with all the legal provisions in force at the time of the execution of the work.

By way of example, please note that it is not allowed to build electrical systems with extension cords from the point of entry provided by Promoberg, electrical systems must be calculated and designed by competent technician, in addition, the joints where designed must be contained in a closed box or made with specific sockets, according to standards. THE EXHIBITOR MUST PROVIDE THE ORGANISERS WITH A COPY OF THE DECLARATION OF CONFORMITY OF THE SYSTEM WITH THE CURRENT REGULATIONS IN FORCE PURSUANT TO D.M. 37/08 AT THE TIME OF INSTALLATION AND IN ANY CASE BEFORE THE START OF THE SHOW.

The Exhibitor is in any case the only responsible for its own electrical system and indemnify, from now on, the Organizer from any responsibility in this regard.

Art. 27 - The Exhibitor authorizes the Organizer to have his electrical system inspected by an electrician and/or professional trusted by him and undertakes to comply with any instructions from the Organizer. The Exhibitor also undertakes not to make any changes after the inspection, freeing the Organizers from any liability.

SURVEILLANCE AND DAMAGES

Art. 28 - The Organizer assumes no responsibility for the safekeeping of Exhibitors' products and equipment and declines all responsibility for the risk of theft and damage to the Exhibitors' goods. The Organizer invites therefore Exhibitors to stipulate theft insurance.

Art. 29 - The Exhibitor must check and watch over the Exhibiting areas during the opening time of the Show and during fitting out and dismantling periods. The Exhibitor must also make sure that there is always staff present in their Exhibition area able to meet the visitors' requests.

Art. 30 - The Exhibitor is responsible for all damages caused to things and/or third parties by their products, fittings, electrical and water systems, constructions, advertising assemblages, means of transport, moving machines, staff, and whatever is rented.

SAFETY PROVISIONS

Art. 31 - The Exhibitor undertakes to carry out, under his own responsibility and at his own expense, all the works necessary in order to ensure the safety of his booths, according to the terms and conditions established by the Organizer. If the Exhibitor does not comply with these provisions, he will be immediately ousted from the Show, without any refund being due.

RESTRICTIONS

Art. 32 - Without prejudice to the other restrictions in these Terms and Conditions, the Exhibitor is absolutely prohibited to:

- park motor vehicles in the Exhibition Center outside the specific parking areas;
 - obstruct walkways, the vehicle transit area and access to emergency exits;
 - introduce goods of any nature during the opening time to the public;
 - deposit any material outside his assigned area;
 - disseminate and distribute advertising material outside his own booth;
 - dismantle its installations and remove exhibited articles before the end of the Event;
 - carry out adjustments to his area during the opening to the public of the Event;
 - light fires, introduce explosive material, liquid gas cylinders, detonating, noxious or foul-smelling products, or otherwise liable to cause harm or harassment to third parties;
- SMOKING INSIDE THE TRADE FAIR (Art. 51 L. 3/2003).

MOVING MACHINERY

Art. 33 - The machines exhibited and those used to fit out the booths can be put into operation only at the agreed time and upon written authorization by the Organizer. The authorization is granted at the sole discretion of the Organizer and does not entail the assumption of any responsibility at the expense of the same. The exhibitor in putting into operation the machinery must scrupulously comply with the regulatory requirements dictated by the Organizer, as well as the regulations provided for by laws and regulations on the subject; in particular, the exhibitor must provide insurance against accidents and civil liability and implement all measures and devices to prevent fires and accidents, reduce noise, eliminate odors, and avoid the emission of gases and liquids. In any case, the machines must not constitute danger or cause harassment; in particular, exhibitors must be insured against accidents and third-party liability and use all devices and implement all procedures to prevent accidents and fire, as well as to reduce noise, eliminate bad smells and avoid the emission of gases and liquids. In any case, machines and accessories must not be dangerous or cause annoyance.

It is strictly forbidden to: leave on display machinery or vehicles containing fuel or flammable liquids; recharge the batteries inside the pavilions; leave the batteries with the clamps attached during the stay inside the pavilions. The Organizer reserves the right to stop at any time the use of the machines if they cause disturbance, cause technical problems or even if they create even the risk of a danger to things and/or people.

The Exhibitor exempts the Organizer from any liability for damages caused by himself as a result of the use of the machinery and undertakes to keep him totally free from any claim for damages caused to persons and/or property.

DISMANTLING AND REMOVAL OF GOODS

Art. 34 - It is possible to start the work of demobilization of the Exhibition space from 6:30 p.m. to 9:30 p.m. on Thursday, October 17th, the last day of the Show except for large facilities and equipment. Such equipment and bulky fittings can be dismantled on Friday, October 18th, 2024, from 8:00 a.m. to 8:00 p.m. However, it is possible that the Organizer may give different provisions from those above. The Organizer assumes no responsibility for the goods and materials not collected within the deadline and for anything else left at the Exhibition Center and reserves the right to remove them and store them in a warehouse, without liability and at the expense of the exhibitor in default.

PAYMENT AND GUARANTEE

Art. 35 - The Exhibitor must pay the amount agreed in the "Participation contract" by July 15th, 2024; the Exhibitor must also pay the costs for additional services by September 30th, 2024.

In order to guarantee this fulfilment, the Exhibitor grants the Organizer the right of retention on the goods they display. The late payment will be burdened with interest at the rate provided for by art. 5 D.Lgs. 231/02.

REFUND

Art. 36 - Only in case of non-performance of the Event due to fraudulent conduct of the Organizer is granted to Exhibitors the right to reimbursement of the entire fee paid, but no claim for damages

for any title can be made, reason or reason on the part of the Exhibitor, its suppliers and/or contractors and/or third parties.

No liability, refund and/ or compensation are provided in case of non-performance of the Show for negligent acts, even if attributable to the Organizer, or for any other reason depending on third parties or force majeure.

In the event that the Show, after opening, is suspended, or interrupted due to unforeseen or unforeseen events of any kind or nature, it is not the responsibility of the Exhibitor or its successors and/or contractors to cause any claim or right to compensation or reimbursement of the costs incurred for participation in the Show or for the preparation of the spaces, for the transport of materials and/or for any other reason.

WITHDRAWAL

Art. 37. - The Organizer can withdraw with the present agreement in every moment before the beginning of the Show. In this case the Organizer has to refund the exhibitor with the total amount already paid for taking part in the Show, without any compensation being due.

The Exhibitor who wishes to give up on the space already assigned for unexpected reasons, must inform the Organizer in writing by registered letter with return receipt or certified mail (PEC) at least by the date of the February 15th, 2024 (the letter must be sent to: Promoberg, via Lunga s.n.c. 24125 Bergamo, Italy – amministrazione@pec.promoberg.it). In this case, the Organizer is entitled to hold the amount the Exhibitor has already paid as deposit, as compensation for exercising the right of withdrawal. **In the event of failure to pay the deposit, the Exhibitor must pay the sum corresponding to 50% of the total amount agreed in the Participation Contract, as compensation for exercising the right of withdrawal.**

If the withdrawal request arrives after this deadline, the Exhibitor is in any case obliged to pay the total amount agreed in the Participation Contract, included the costs for additional services already started up in his Exhibiting area, as compensation for exercising the right of withdrawal.

In the event of revocation, abandonment, turned away, withdrawal, exclusion by the exhibitor (articles 20, 21, 31, 37 e 39), the Organizer may freely decide to do what they consider suitable with the exhibition space assigned without any limits in requiring the amount being due in the Participation contract and the amount for additional services already started up.

SOLVE ET REPETE

Art. 38. - Pursuant to and by effect of article 1462 of the Italian Civil Code, exhibitors may not raise objections or exceptions with the Organizer before paying the entire amount due in order to take part and for incidental expenses.

EXCLUSION FROM THE SHOW

Art. 39. - In the event of breach - even only partial - of a rule contained in these Terms, the Organizer reserves the right to exclude the non-compliant Exhibitor from the Show immediately. In this case, no refund will be due to the Exhibitor.

The Organizer reserves the right not to admit companies with which they have had disputes for any reason to take part in future Shows.

GENERAL PROVISIONS

Art. 40. - For the effects of these and complementary regulations, the Organizer may only make valid commitments through their managers or people expressly delegated by them in writing.

Art. 41. - Communication and complaints of any kind will only be taken into consideration if presented in writing to the Organizer by and no later than the day on which the Show closes.

Art. 42. - The Organizer reserves the right to establish any instructions and regulations they consider suitable in order to regulate the Show and relevant services better, also as exceptions to these Terms and Conditions. These additional instructions and regulations have the same validity as the Terms and Conditions and therefore have the same characteristics of compulsoriness.

Art. 43. - For any disputes which may arise from the implementation of this contract, the parties hereby state that they wish to apply Italian law. The parties hereby agree that all disputes arising out or in connection with the present contract shall be finally settled under the Italian law by the Court of Bergamo (Tribunale di Bergamo).

Art. 44. - Legislative Decree 8 June 2001, no. 231 - **Code of Ethics - Model of Organization, Management, and Control.** The Exhibitor declares to be aware of the provisions of Legislative Decree 8 June 2001, no. 231 and undertakes to conduct their behavior in accordance with principles of transparency and fairness in implementing relationships with Promoberg. The exhibitor acknowledges that Promoberg has adopted its own Code of Ethics and a Model of Organization, Management, and Control in compliance with the principles and guidelines provided by the Decree (the "Model"). The adoption of the Model aims to prevent the commission of crimes to which the aforementioned Decree applies and to avoid the application of related sanctions. The Exhibitor declares to have reviewed the Code of Ethics and the General Part of the Model, available on the Promoberg website in the Transparency section of the Promoberg website: www.bergamofiera.it, and undertakes to comply, to the extent of their competence, with the provisions set forth in these documents and not to engage in behaviors that would constitute a violation of the same. Promoberg - in order to verify compliance by the Organizer with these documents - may request detailed information in this regard from the latter. The Exhibitor undertakes to communicate in writing to [the Supervisory Body of] Promoberg, at the email address odv@promoberg.it, any violation of the Code of Ethics and the General Part of the Model of which they become aware. Violation by one of the representatives, employees, collaborators, suppliers, and/or consultants of the exhibiting company, of the Code of Ethics and/or the General Part of the Model, even in conjunction with representatives, employees, collaborators, suppliers, and/or consultants of Promoberg, shall entitle the latter to request, by simple written communication, the resolution of this contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code. In the event of resolution of this agreement pursuant to this article, Promoberg retains the right to request compensation for any damages suffered.

PRIVACY STATEMENT REGARDING EXHIBITORS PURSUANT TO ARTICLES 13 AND 14 OF REGULATION (EU) 679/2016 (General Data Protection Regulation – GDPR)

By signing these Participation Regulations, the Exhibitor declares to have taken note of the privacy policy published at:

<https://file.bergamofiera.it/PromoBerg/2020/Documenti-Privacy/policy/privacypolicy.pdf>

For approval of the aforementioned General Regulations and for having read the privacy policy

The Exhibitor
The Legal Representative

STAMP AND SIGNATURE _____

Important: Please sign and return to PROMOBERG S.r.l. together with your Space Application Contract.

I hereby confirm that I have received and agree to comply by the Terms and Conditions set out above.

The Exhibitor
The Legal Representative

STAMP AND SIGNATURE _____

Pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the clauses contained in the following articles of Terms and Conditions are specifically approved: 3 (Show Organizers), 6 (Admission), 8 (Companies represented), 10 (Official catalogue), 11 (Cleaning of common areas), 15 (Advertising), 16 (Trademarks), 17 (Photo and Video reproduction right in favor Organizers), 18 (Booth assignment), 19 (Transfer and sublease), 20 (Negligence-Revocation), 21 (Times for Preparation - Abandonment), 22 (Booth fittings), 23 (Penalty clause), 24 (Materials used for fittings), 25 (Safety in the workplace), 26 (Electrical systems), 28 (Surveillance), 30 (Liability), 31 (Safety Provisions – Ousted), 33 (Moving machinery), 34 (Dismantlement of fittings and exit passes), 35 (Payment and guarantee), 36 (Refund), 37 (Withdrawal), 38 (Solve et Repete), 39 (Exclusion from shows), 41 (Complaints), 42 (New instructions), 43 (Legal jurisdiction).

STAMP AND SIGNATURE _____

THE EXHIBITOR IS REQUIRED TO PROVIDE A DOCUMENT ATTESTING THE UPDATE REGISTRATION OF HIS COMPANY TO THE LOCAL COMPANY REGISTER