1. APPLICABILITY

The following terms and conditions of participation apply to the rental of exhibition space and the related performance of other services (stand construction, sponsoring and promotion facilities), including online services and products, by Easyfairs (hereafter also the "organizer" or "organisers") for its clients, hereinafter also: exhibitors, unless otherwise agreed in writing by the contracting parties.

2. REGISTRATION

Exhibitors may only register by completing all parts of the application form, possibly ordering other services, and accepting (i) the terms and conditions for participants which are laid down here and the Technical Guidelines which will be issued subsequently as also (ii) the technical and other regulations issued by the venue where the event will be organized by Easyfairs. The form should be validly signed and accepted by Easyfairs, Easyfairs Deutschland GmbH, Via Visconti di Modrone 2, 20122 Milano, Italy. The items exhibited, as well as the presentations of products and services, relate to the actual or potential technologies and/or services of the respective segment of industry, for which the exhibition is being held. The personal data notified with the registration will be stored, processed, or passed on as provided this is solely for business purposes. Each exhibitor will receive two exhibitor’s passes free of charge. Additional exhibitor’s passes may be granted by the organiser, but no legal entitlement exists in this respect.

3. APPROVAL

Exhibitors are manufacturers, retailers, trading companies, publishers and associations. As a general rule, only those exhibitors will be approved who produce products and services which are relevant to the event and fulfill the requirements under Clause 2. The decision regarding the right to participate of an exhibitor or an exhibitor’s stand is made by the organiser, if necessary, after a hearing. There is no legal entitlement to approval of the exhibitor or who has failed to fulfill their financial obligations to the organiser or who have breached the terms and conditions of participation, the Technical Guidelines or legal requirements, may be excluded from participation. Approval as an exhibitor with the items to be exhibited and the technical description of the exhibition stand will be sent in writing and applies only to the exhibitor named therein. The exhibition contract and any agreements for other services between Easyfairs and the exhibitor become legally binding as soon as the approval is sent. Any other services can only be agreed in conjunction with conclusion of the exhibition contract. The approval will include a plan of the exhibition hall on which the position of the stand will be clearly marked. If the content of the stand confirmation differs from the information contained in the exhibitor’s registration, the agreement will come into force on the basis of the stand confirmation. The organiser are entitled to revoke the approval granted, if it was issued on the basis of false assumptions or information or if the requirements for approval for subsequent use cease to apply. The organiser may allow the exhibitor a stand at a different location, if circumstances make this mandatory and provided the exhibitor can reasonably be expected to accept such change. The organiser must state the reasons for the revocation. The organiser reserves the right to move the entrances and exits to the exhibition grounds and the halls, as well as the aisles.

4. TERMS OF PAYMENT

The invoice for participation will be issued to the exhibitor following approval and allocation of stand. Any complaints must be made in writing immediately on receipt of the invoice. Objections raised after the date stated shall not be entertained, except in the case of unconfirmed invoices issued by the organiser falls due within 10 days from the date of the invoice, and is payable within 10 days from the date of the invoice. Any other services can only be agreed in accordance with the written agreement. If the invoice is not paid within the period prescribed, the organiser are entitled to sell the retained items private contract, after giving due notification in writing. The organiser do not accept liability for loss of and/or damage to the items retained. Exhibitors are under duty to pay all taxes due in Italy such as, a.o., any municipality advertising taxes or any other taxes.

5. CO-EXHIBITORS

It is not permitted to transfer an allotted stand or parts thereof, whether for a fee or free of charge, to a third party. No promotion or advertising activities may be carried out on the stand for products or companies whose names do not appear in the approval. If a co-exhibitor is to be incorporated, the exhibitor must make an application to the organiser. The co-exhibitor is subject to the same terms and conditions as the main exhibitor. The co-exhibitor must pay the indicated co-exhibitor fee. Moreover, the stand’s main exhibitor remains liable for the co-exhibitor fee. The incorporation of a co-exhibitor entitles the organiser to terminate the contract with the main exhibitor without notice and to have the stand cleaned at the expense of the main exhibitor. The exhibitor waives its rights in this respect, on the grounds of unauthorised independent action. The main exhibitor is not entitled to any compensation claims. Co-exhibitors are deemed to be any and all exhibitors who appear or exhibit on the stand alongside the main exhibitor. They are also considered to be co-exhibitors, when they have claims against the main exhibitor. Company is considered approved as co-exhibitors. Additional representatives of manufacturers of such equipment, machines or other products as are required but not offered for the demonstration of an exhibitor’s products, are not considered to be co-exhibitors.

6. WITHDRAWAL / TERMINATION

Withdrawal from or a reduction in the size of the stand by the exhibitor is no longer possible after approval, unless this is due to gross negligence or intent on the part of Easyfairs. The same applies to any other additionally agreed services (service packages, sponsoring and promotion facilities). The participation fee and the cost of the services actually provided must be fully paid. The realization of unoccupied spaces by the organiser does not release the exhibitor from its obligation to pay. However, Easyfairs explicitly agrees that the rental contract and any other additionally agreed services may be amended in writing up to and including six months before the start of the exhibition in return for lumpsum payment of 50 per cent of the total amount of the net basic rental price, incidental costs and the net costs of any other agreed services. In accordance with Clause 4 (Terms of Payment), any remaining advance payment will be refunded to the exhibitor. Should a co-exhibitor fail to pay the co-exhibitor fee, the main exhibitor remains liable for the co-exhibitor fee. The main exhibitor simultaneously results in the exclusion of the co-exhibitor and revocation of its approval. Easyfairs is authorised to terminate the contract concluded without observing any period of notice and without claiming the further liability of the exhibitor for the full rental and the costs incurred, if the exhibitor fails to fulfil the contractual obligations arising from the supplementary provisions within an additional period set. This also applies, if the conditions for concluding the contract do not no longer apply to the exhibitor and, in particular if the exhibitor has altered its manufacturing products and/or services in such a way that it is no longer consistent with the theme of the exhibition or the exhibitor has rented the stand area. The same applies if the exhibitor’s financial circumstances have deteriorated. If the exhibitor has discontinued its payments or is in administration for instituting legal insolvency proceedings against its assets, or if the exhibitor’s company is in liquidation and, if upon conclusion of the contract, the organiser learns that their claim for payment is jeopardised due to the exhibitor’s poor financial situation. If the facts inducing Easyfairs to terminate the contract come to its knowledge within 6 months before the start of the exhibition, then Easyfairs is entitled to a lumpsum compensation of 50 per cent. Should the information come to the notice of Easyfairs after six months before the start of the exhibition, the compensation will amount to 100 per cent of the net basic rent plus incidental costs and the net costs of any other agreed services. Where the organiser claim lumpsum compensation, the exhibitor will remain at liberty to prove that no or substantially lower expenses have been incurred by the organiser.

7. EXHIBITOR’S PRODUCTS, SALES REGULATIONS

Products or services which are not listed in the approval may not be exhibited or offered. Any products not approved may be removed by the organiser at the exhibitor’s expense. The operation and demonstration of exhibited articles may only take place within the scope of the approved standards.

8. ADVERTISING ON THE EXHIBITION GROUNDS

Exhibits, printed matter and advertising materials may be displayed only within the rented stand but not be distributed in the aisles or in the exhibition halls. The only exhibition-related advertising by the exhibitor which will be permitted is that which does not contravene legal regulations or offend common decent and good political nature. The organiser is entitled to require the exhibitor to cease any such advertising. If the exhibitor has failed to terminate advertising of such advertising materials, the organiser are entitled to remove such advertising materials which may give cause for complaint. They are also entitled to place any supplies of such advertising materials in safe custody for the duration of the event. In the case of contravention of these regulations, the organiser may intervene and require alterations to be made.

9. WARRANTY, LIABILITY, COMPENSATION FOR DAMAGES, LIMITATION PERIOD

Liabilities, exceptions of liability, preclusive limits and provisions relating to limitation periods in the general terms of business of Easyfairs do not apply, if the fault lies with Easyfairs, to a breach of cardinal obligations (substantial contractual obligations), and do not apply in the case of damages arising from bodily injury or injury to life or health.

The exhibitor is obliged to notify Easyfairs immediately of any defects of quality verbally and in writing. If the exhibitor is entitled to claim from Easyfairs, the exhibitor waives its rights to a reasonable period of time or if remedial action is impossible or was refused. The exhibitor, however, is entitled only to a termination of the contract: without notice or to a proportionate reduction of the price. Any further liability on the part of Easyfairs is excluded, unless the damage was due to gross negligence or intent on the part of Easyfairs or its vicarious agents or due to a missing guaranteed property.

10. CLAIMS AGAINST THE EXHIBITOR.

Exhibitor’s claims for damages with respect to Easyfairs, for whatever legal reason, are excluded, unless the damage that has occurred is due to gross negligence or intent on the part of the legal representatives of Easyfairs, its employees or vicarious agents. The same applies to direct claims made with respect to the abovementioned category of persons. The provision of 9.1 also remains unaffected in this case.

GENERAL TERMS OF BUSINESS OF EASYFAIRS DEUTSCHLAND GMBH - SUCCURSALE ITALIANA (hereafter: Easyfairs)
4. Easyfairs accepts no duty of care for the items exhibited and the stand equipment and excludes all liability for damages to these except in case of intent or gross negligence on the part of its employees as well. Easyfairs bears none of the exhibitor’s insurable risks. The exhibitor’s attention is drawn to the possibility of taking out its own insurance. Easyfairs accepts no liability for loss or damage suffered by the exhibitor because of erroneous information relating to the position of the stand, the stand construction or the stand design authorisation, as well as to the side of the stand, where objectives are not immediately raised, and other unsatisfactory service provision, unless Easyfairs is responsible for this due to deliberate or negligent behavior by staff. Easyfairs also accepts no liability for damages which arise from any alterations made by the proprietors of the exhibition grounds for whatever reason, which are detrimental to the exhibitor.

15. Claims of whatever kind on the part of the exhibitor against Easyfairs, its vicarious agents or its representatives with Easyfairs and for the purpose of this contract remain excluded for at least 14 days after the end of the event. Claims by the exhibitor received at a later date will no longer be considered (prescriptive time limits). The provision of 9.1 remains unaffected.

19. The exhibitor is only entitled to set off claims with respect to Easyfairs if its counterclaims have been found to be legally unappealable, are undisputed, or have been recognized by Easyfairs. The same applies to rights of retention involving a businessman, a legal entity under public law or special assets under public law. A breach of contractual obligations (cardinal obligations) for reasons of only ordinary liability or due to a fault of a breach of contractual obligations (cardinal obligations) for reasons of only ordinary negligence, liability for damages is limited to the typically foreseeable damage customary to such contracts and limited to the amount of the agreed total price. Insofar as the liability of Easyfairs is excluded or limited, this also applies to the personal liability of its employees, co-workers, representatives, and vicarious agents. Otherwise the provision of 9.1 remains unaffected.

20. All contractual and statutory claims on the part of the exhibitor with respect to Easyfairs fall under the statutes of limitations within 6 months, unless due to deliberate action by the legal representatives of Easyfairs, its employees or its vicarious agents. The same applies to direct claims made with respect to the abovementioned category of persons. The period of limitation begins on the working day following the end of the event. The provision of 9.1 remains unaffected.

10. OPERATION OF THE EXHIBITION STANDS

During the opening hours of the event, the stand must be adequately staffed and accessible to visitors. Other stands of third parties may not be entered outside the daily opening hours of the exhibition without the permission of the standholder.

11. CONSTRUCTION AND DESIGN OF STANDS

Guidelines for the construction and layout of the stand are laid down by the organisers and are binding. They will be provided to exhibitors in the Technical Guidelines. The Technical Guidelines for exhibitors and standbuilders form an integral part of the contract. The current version of these guidelines is available upon request. They are subject to subsequent changes which will then be binding for the event. The exhibitor may only be bound to the extent that these occurrences have been caused by Easyfairs or its vicarious agents either deliberately or due to gross negligence. Easyfairs does not accept any liability with respect to the exhibitor – unless the action is intentional - for loss of expected profits or other financial losses. This limitation of liability does not apply to the exclusion of grossly negligent action. If the exhibitor is not a businessman or is not a legal entity under public law or special assets under public law are not involved. In any case, however, liability on the part of Easyfairs is excluded regarding damage, the scope and amount of which cannot be foreseen. If claims are made with Easyfairs on account of a breach of substantial contractual obligations (cardinal obligations) for reasons of only ordinary negligence, liability for damages is limited to the typically foreseeable damage customary to such contracts and limited to the amount of the agreed total price. Insofar as the liability of Easyfairs is excluded or limited, this also applies to the personal liability of its employees, co-workers, representatives, and vicarious agents. Otherwise the provision of 9.1 remains unaffected.

12. TECHNICAL SERVICES

The organisers are responsible for the general heating, air conditioning and lighting in the halls. The costs for the installation of water, extra power, compressed air, and telecommunications connections for individual stands, as well as the consumption costs and all other services will be charged separately to the exhibitor. All installations may only be carried out by the organiser’s appointed contractor. Within the stand, installations may also be carried out by other specialized firms, the names of which are to be submitted to the organisers on request. The organisers are entitled to inspect the installations at any time and are entitled to require the exhibitor to carry out any work necessary for the use of the installations. Connections, machines, equipment, which are not approved, which do not comply with the relevant terms and conditions or where consumption is greater than that notified, may be removed at the expense of the exhibitor. The exhibitor shall be liable for all costs or damage arising from the unchecked use of energy.

13. WASTE DISPOSAL, CLEANING

Each exhibitor is responsible for disposing of its own rubbish/waste. Information for the exhibitor about waste disposal facilities on the exhibition grounds is included in the Technical Guidelines. The organisers will arrange for the cleaning of the grounds, the halls, the stands, and the aisles.

14. SECURITY

The organisers assume responsibility for the general safety of the exhibition halls and the outdoor facilities throughout the actual event. During the construction and dismantling periods general surveillance will be provided. Security provision will begin on the first day of construction and end on the last day of dismantling. The organisers are entitled to implement any measure necessary for safety and surveillance. Exhibitors who want their property guarded must organise this themselves.

The general security arranged by the organisers do not restrict their exclusion of liability with respect to damage to persons or property. Extra security during the event may only be provided by the security firm appointed by the venue organiser.

15. DOMICILIARY RIGHTS

Domiciliary rights during the construction and dismantling periods and for the duration of the actual event are exercised jointly throughout the exhibition grounds by Easyfairs and the venue organiser. The organisers, both the venue organiser are entitled to the use of issue directives. Animals may not be brought into the exhibition grounds and photography is not permitted. The organisers are entitled to commission photographs, sketches and filming of events at the exhibition, exhibition structures and stands and exhibited and to use them for the purpose of advertising and for publication in the press, without the exhibitor being able to raise objections on any grounds whatsoever. The same applies to visual or audio reproductions carried out by the press with the authorization of the organisers.

16. RESERVATIONS AND FORCE MAJEURE

16.1 If the exhibitor is prevented in whole or in part from fulfilling his obligations by cases of force majeure, he is released from the fulfillment of this contract until the force majeure cases cease to exist. However, the exhibitor shall be informed of this immediately by the organiser, unless the latter is also prevented by a case of force majeure. The impossibility of a sufficient supply of auxiliary materials, such as electricity, heating, online services and products, etc., as well as strikes and lockouts, the outbreak of an epidemic, war, and, in general, (force of circumstances, unless they are only short of duration or are the fault of the organiser.

16.2 In the event of force majeure, the organiser is entitled to postpone the event. In this respect, the exhibitor shall not be entitled to withdraw from the contract or to claim damages, and the organiser shall not be liable.

16.3 If it is not possible to reschedule the event within a reasonable period of time, or if the exhibitor credibly demonstrates that a rescheduling is unreasonable for him, he shall receive a refund of the stand fees paid, less a flat-rate compensation for agreed additional services in the amount of 30 %. The exhibitor is at liberty to prove that no or significantly lower expenses were incurred by the organiser.

16.4 If the exhibitor is unable to participate in the event due to force majeure (e.g. travel restrictions imposed by local authorities), he shall not be entitled to a refund of his deposit, to withdraw from the contract or to claim damages. However, the organiser is willing to credit the deposit to the participation in the next event.

16.5 In cases other than force majeure, the organiser is entitled to cancel or postpone the event or to choose another location in case of unforeseen circumstances beyond the organiser’s control, which make it impossible or considerably more difficult to hold the planned event.

16.6 In cases other than force majeure or unforeseen circumstances, the event must take place within a radius of 70 km from the original event location or within a period of 60 days prior to the planned event date or thereafter. If this is the case, the exhibitor shall not be entitled to a refund of the advance payment, to withdraw from the contract or to claim damages, and the organiser shall not be liable.

16.7 The organiser must inform the exhibitor immediately of the cancellation or postponement or change of location of the event. If the exhibitor does not declare within a period of 15 working days that he does not wish to participate in the event, his consent shall be deemed to have been given.

17. USE OF THE ONLINE SERVICES AND PRODUCTS

17.1 If the organiser has sound reasons to believe that the Exhibitor is engaging in any unlawful or harmful activities via the Organiser’s online services or products (e.g. by email or via direct requests for a quotation or in the online trade fair guide), or, in general, uses the Organiser’s online services and products in an authorised manner (e.g. infringes the intellectual property rights of third parties or engages in unfair commercial practices), the Organiser shall be entitled to take any and all appropriate measures to put an end to this unauthorised use of the online services and products, including denying the Exhibitor access to the Organiser’s online services and products with immediate effect and/or to suspend such access, without prejudice to the Organiser’s online services and products with immediate effect and/or to suspend such access, without prejudice to the Organiser’s online services and products with immediate effect and/or to suspend such access, without prejudice to the Organiser’s online services and products with immediate effect and/or to suspend such access, without prejudice to the Organiser’s online services and products with immediate effect.

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17.4 The organiser must inform the exhibitor immediately of the cancellation or postponement or change of location of the event. If the exhibitor does not declare within a period of 15 working days that he does not wish to participate in the event, his consent shall be deemed to have been given.

18. INTELLECTUAL PROPERTY

18.1. The Exhibitor guarantees that its activities in the context of the Trade Fair, among which, but not limited to, the Objects Exhibited and all its advertising, do not in any way infringe the rights of third parties, such as intellectual property rights (including but not limited to copyright, trade mark rights, patent rights, design rights) or are in any way unlawful or illegal.

18.2. Furthermore, the Exhibitor guarantees that all the information it supplies the Organiser within the context of the Trade Fair in relation to its activities, for instance for promotion in the trade fair guide, the catalogue or on the Trade Fair website is complete and accurate and does not in any way infringe the rights of third parties or is otherwise unlawful or illegal.

18.3. In particular, the Exhibitor guarantees that any photographs, illustrations, other graphics and/or text it communicates to the Organiser (the “Documentation Submitted”) for inclusion in the trade fair guide, the catalogue or on the website of the Trade Fair, or communicates to the press, are exempt from any and all royalties, so that the Organiser can use, reproduce, manage or use them in any manner whatsoever. In the opposite case, the Exhibitor undertakes to cover and pay all the royalties due on the Documentation Submitted to the Organiser and to indemnify the Organiser for any expenses, damage, liability or losses arising from the non-compliance with the intellectual property rights. If a third party was to object to the
use of the Documentation Submitted, the Exhibitor shall notify the Organiser thereof in writing without delay. The Exhibitor declares and confirms that it surrenders any rights it may have in the Documentation Submitted to the Organiser free of charge and definitively.

18.4. The Organiser reserves the right to take photographs during the Trade Fair, during the periods of set-up and dismantling included, and to use, reproduce, duplicate, communicate, assign or use the photographs in any manner whatsoever.

18.5. Solely the Organiser is entitled to publish the Trade Fair catalogue. The Exhibitor is obligated to provide the Organiser with the information to be published in the catalogue in good time. The Organiser is at liberty to edit the information and the texts it is supplied with without the possibility of opposition on the part of the Exhibitor. The Organiser cannot be held liable for any errors in the texts and/or translations in the catalogue. The Organiser is the exclusive holder of the copyright and other intellectual property rights in the catalogue. In consequence, the reproduction or dissemination of the catalogue among the public, whether in whole or in part, without the Organiser’s prior written consent, is prohibited.

18.6. If the Exhibitor becomes aware that the Objects Exhibited at the Fair may infringe third-party rights, it shall forthwith notify the Organiser thereof in writing and supply the Organiser with a copy of all the relevant documents.

18.7. The Exhibitor shall safeguard the Organiser, including the owner and the operator of the Building, and their directors and any other employees appointed by the latter, against any and all claims from third parties arising from an infringement of intellectual property rights or otherwise, or associated with the activities of the Exhibitor (and its appointees) in the context of the Trade Fair, including, but not limited to, the goods and services the Exhibitor showcases e.g. promotes at the Trade Fair or the publicity associated therewith. The Exhibitor undertakes to indemnify the Organiser in full for any and all losses and expenses incurred, including all the legal fees, associated with an (alleged) infringement of the rights of third parties by the Exhibitor. The Organiser is at all times entitled, whether following a complaint from a third party, at the request of a judicial or administrative authority or on its own initiative, to have the products, items, works and devices, publicity, or any other object that may contain unlawful or harmful content the Exhibitor displays removed from the Trade Fair without the Exhibitor being entitled to any compensation on that account.

19. DATA PROTECTION

19.1. The Organiser processes all personal data Candidate-exhibitors and Exhibitors share with it in accordance with the data protection legislation and the Organiser’s Privacy Policy, which the Candidate-exhibitor and the Exhibitor declare to have taken cognisance of. The Privacy Policy is available on the Organiser’s website or can be obtained on request.

19.2. Any Exhibitor who uses the Organiser’s online services and products undertakes to keep its password and access code secret and confidential and not to share either one of them with third parties. The Exhibitor is the only one responsible for any use that is made of its password and access code. In the event of loss, theft or fraudulent use of the password or access code, the Exhibitor is obliged to change its password via the tools the Organiser put at its disposal, or to notify the Organiser of the issue without delay. Any such notification shall be confirmed by registered letter.

19.3. The Organiser does not take cognisance of the data the Exhibitor publishes or transmits via the Organiser’s online services and products (for instance by email or via direct requests for a quotation), except in the following cases:
- If it is necessary to take cognisance of these data for the proper functioning of the Organiser’s online services and products;
- If the Organiser has reasons to believe that this information relates to unlawful or unauthorised activities, or if a third party informed the Organiser that one of its rights was infringed.

19.4. In the context of promoting the Trade Fair, the Exhibitor is welcome to submit a list of any customers or prospects it would like to invite to or inform of its participation in the Trade Fair to the Organiser. The Organiser shall send out the invitations or offers to take part in the Trade Fair to the persons or companies concerned. The Exhibitor guarantees the Organiser that the lists of contacts it will transmit to the Organiser have been compiled with due regard for the European and Belgian data protection regulations and that the data subjects were informed that parties of the Exhibitor, among whom the Organiser, may use their data for direct marketing purposes. The Exhibitor shall indemnify the Organiser against any action that may be brought against the Organiser owing to the use of the data communicated in virtue of this article. It shall notify the Organiser without delay of any potential objections from customers or prospects to the Organiser processing their data.

20. MISCELLANEOUS

All agreements, individual authorizations and special regulations must be confirmed in writing by the organiser. Where letters of approval contain a reference to the fact that they were produced by the organisations using electronic data processing technology, no other form is required. Otherwise, facsimile signatures are adequate. The terms of participation and any other written agreements will remain valid even if any individual provisions should prove to be invalid. The provision in question must then be interpreted in such a manner that its original commercial and legal intent is achieved as far as possible. The place of jurisdiction and place of performance is the registered office of Easyfairs in Milano, Italy. The law of Italy applies to the exclusion of UN purchase law. The Italian version of the contract is deemed to be accepted as binding.

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the exhibitor declares his express approval of the following clauses: Art. 1: applicability of the terms and conditions for participants; art. 4, art. 9 (9.3., 9.4., 9.5., 9.6., 9.7, 9.8.) and art 16: limitations of liability; art. 4, art. 6 an art. 9.5.; the right to cancel or withdraw from the contract; art. 9.5.: the establishment of forfeitures against the other party; art. 16: limitations of the right to raise objections; Art. 17: Law applicable to the agreement and exclusive Place of Jurisdiction.

__________________________
(signature)

Easyfairs Deutschland GmbH - succursale italiana, January 2023
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