

**PARTICIPATION FORM  
NURSERY – WINEGROWING**

Company Name \_\_\_\_\_

Address (registered office) \_\_\_\_\_

ZIP Code / City / Country \_\_\_\_\_

Tel. \_\_\_\_\_ Fax. \_\_\_\_\_ Mob. \_\_\_\_\_

Communication to be sent to: \_\_\_\_\_ Email \_\_\_\_\_

PEC \_\_\_\_\_

E-mail (for administration purposes) \_\_\_\_\_

VAT No. \_\_\_\_\_

Tax Code \_\_\_\_\_

ADDRESSE CODE: \_\_\_\_\_ ADDRESSEE LEGAL MAIL: \_\_\_\_\_

Exhibited Products				TOTAL PRICE EURO
Main Brands				
<b>PARTICIPATION FEES</b>		<b>N.</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE EURO</b>
<input type="checkbox"/> REGISTRATION FEES (mandatory)		1	500,00 EURO	500,00
<input type="checkbox"/> CO-EXHIBITORS REGISTRATION FEES			250,00 EURO	
<input type="checkbox"/> REPRESENTED COMPANY REGISTRATION FEE			150,00 EURO	
<b>AREA BOOKING FEE</b>		<b>SQM</b>	<b>UNIT PRICE</b>	
			<b>WITHIN 31/07/2021</b>	<b>AFTER 31/07/2021</b>
<input type="checkbox"/> FREE AREA	from 0 to 32 sqm		45 EUR/SQM	55 EUR/SQM
	from 33 to 64 sqm		40 EUR/SQM	50 EUR/SQM
	from 65 to 128 sqm		35 EUR/SQM	45 EUR/SQM
	over 128 sqm		30 EUR/SQM	40 EUR/SQM
<input type="checkbox"/> EXTERNAL FREE AREA	m _____ x m _____		25,00 EUR/SQM	
<b>OPTIONS (tick the desired option):</b>				
<input type="checkbox"/>	Stand open on two sides (corner)	extra cost	150,00 EURO	
<input type="checkbox"/>	Stand open on three sides (peninsula)	extra cost	250,00 EURO	
<input type="checkbox"/>	Stand open on four sides (isle)	extra cost	400,00 EURO	
<b>TOTAL COST OF AREA, IN EUROS</b>				
<b>RESERVATION PREINSTALLATION SERVICE (to be added to the cost of area, for stands up to 64 sq.m.)</b>		<b>SQM</b>	<b>UNIT PRICE</b>	
			<b>WITHIN 31/07/2021</b>	<b>AFTER 31/07/2021</b>
<input type="checkbox"/> PRE-BUILT STAND including burgundy (green) floor carpeting, partitioning, lighting with multiple socket as the basic equipment, top panel with exhibitor company name (name only, without logo), furnishing: 1 table, 3 chairs, coat hanger and basket.			40 EUR/SQM	50 EUR/SQM
<b>RESERVATION FOR PRE-BUILT OPEN STAND WITH TRELIS (to be added to the cost of area)</b>		<b>SQM</b>	<b>UNIT PRICE</b>	
			<b>WITHIN 31/07/2021</b>	<b>AFTER 31/07/2021</b>
<input type="checkbox"/> OPEN STAND including burgundy (green) floor carpeting, white painted honeycomb wood partitioning walls to create a storage space, lighting composed of trellis structure, hung at 4.5 m height or more if necessary, each complete with 400 W discharge lamps. (In some cases, a trellis structure with legs may be provided, according to the space and position occupied by the exhibitor), n. 1 Forex sign size 100x70 cm approximately, for each open side, mounted on a suspended American structure, n. 1 study group for each 64 m2 space consisting of 1 table, 3 chairs, coat hanger and basket, a multi-service socket, necessary ceiling hangings.			65 EUR/SQM	75 EUR/SQM
<b>TOTAL AMOUNT IN EURO</b> Subscription Fees + Area + Options + Pre-Building				
<b>VAT</b> (All the indicated prices do not include VAT)				
<b>TOTAL AMOUNT IN EURO TO BE PAID</b>				
<b>30% ADVANCE PAYMENT IN CONJUNCTION WITH THE SUBMISSION OF THE APPLICATION FORM (TAXABLE INCOME + VAT)</b>				

The Exhibitor declares under his own responsibility that:	<input type="checkbox"/> <b>he is NOT subjected</b> obligations of traceability of financial flows as per Law n. 136/2010. <input type="checkbox"/> <b>he is subjected</b>
	as follows the relevant codes: CIG _____ CUP _____ IPA _____ <input type="checkbox"/> <b>he is NOT subjected</b> to SPLIT PAYMENTS - art. 17 ter del D.P.R. <input type="checkbox"/> <b>he is subjected</b>
The undersigned company declares to have read and understood and to wholly accept, the attached Exhibition Regulations (all articles from 1 to 28 included), along with the GENERAL EXHIBITION CENTRE REGULATIONS (all articles from 1 to 57 included), available at the website <a href="http://www.fierapordenone.it">www.fierapordenone.it</a> .	
Date _____	Stamp and signature of the pro tempore legal representative: _____ X _____
<b>In accordance with and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the undersigned firm declares its specific approval of the following articles:</b>	
<b>EXHIBITION REGULATIONS:</b> ART.2 (Dates-Opening Hours-Admission-Right to Change Hours); ART. 3 (Participation Requirements, Intellectual Property and Limitation of Liability); ART. 4, 4.1, 4.2 (Participation Procedure-Irrevocable Contract Proposal); ART. 5 (Participation Conditions – Assumption of joint and several liability); ART. 6 (Personal Data Treatment-Assumption of Joint and Several Liability); ART. 7 (Stand Allocation and Reservation); ART. 8 (Fees and Penalty Clause); ART. 9 (Terms and Conditions of Payment); ART. 10 (Terms of Payment–Penalty Clause – Termination Clause); ART. 11 (Transfer, renunciation, withdrawal reduction and non-participation), ART. 12, 12.1, 12.2 (Installation-Dismantling-Compensation of the Damage-Penalty Clause); ART.13,13.1,13.2 (Services); ART. 14(Surveillance-Exclusion of Liability); ART. 15 (Insurance); ART. 19 (Photography and Copyright); ART. 20 (Sells); ART. 22 (Change of date, cancellation or suspension of the Exhibition); ART. 23 (Prohibitions and restrictions - express termination clause - penal clause); ART. 24 (Advertising - Audio Video Reproduction); ART. 25, 25.1, 25.2, 25.3, 24.4 (Various-express termination clause, penal clause and limitation of liability); ART. 26 (Complaints); ART. 27 (Code of ethics and termination); Art. 28 (Court with territorially exclusive jurisdiction).	
<b>EXHIBITION CENTER GENERAL REGULATIONS:</b> ART. 2; ART. 5; ART. 7, ART. 8; ART. 9, ART. 10; ART. 11, ART. 17, ART. 21, ART. 23; ART. 25; ART. 27, ART. 28; ART. 35; ART. 36; ART. 37; ART. 38, ART. 41; ART. 50; ART. 51; ART. 52; ART. 53; ART. 56; ART.57.	
Date _____	Stamp and signature of the pro tempore legal representative: _____ X _____

#### **IMPORTANT NOTICE**

**It is always possible to request to the Secretary custom made installation solutions**

**The Application Form is binding for the undersigned and it will be valid only with signature in double.**

**Privacy Form: kindly fill the attached privacy form, which forms an integral part of this Participation Form**

# RIVE 2021 - Exhibition Regulations

## Definitions

**Art.1** The following definitions will be used henceforward:

for **"Event"** we refer to RIVE (International Wine Growing Oenology Exhibition) 2021, an event organised by Pordenone Fiere Spa;

for **"Exhibition Regulations"** we refer to the present general conditions of the contract;

for **"Organizer"** we refer to the owner and responsible of the organization of the Exhibition and its brand, which means Pordenone Fiere Spa, VAT No. 00076940931, pec amministrazione@pec.fierapordenone.it which agrees upon the present contract as owner/lessor of the exhibiting areas and related services;

for **"(direct) Exhibitors"** or **"Exhibiting Company"** we refer to those who participate to the Exhibition as users of the exhibiting areas with their own booth, personnel and products/services, subscribing directly a contract with the Organizer (direct and actual owner of the area and booth);

for **"Co-Exhibitor"** we refer to those who participate to the Exhibition occupying part of an exhibiting space of a direct Exhibitor with products/services and personnel physically present within the area, whose presence must be approved by the Organizer;

for **"Represented Company"** **"Indirect Exhibitor"**, we refer to those companies whose products/services are exhibited within the Exhibitor's booth, without physical presence of its own personnel. The (direct) Exhibitor is responsible for the correspondence of the category of product exhibited by its Co-Exhibitors and Represented Companies.

**"Reserved Area"** means the online platform to which each Exhibitor has dedicated access with personalised security credentials. The Exhibitor, after receiving the Confirmation of Participation, is required to access the Reserved Area to: complete the mandatory documentation, check all information relating to his participation, customise his booth by requesting furnishing, technical and other services, update his data to be entered in the catalogue, receive updates and download documents such as Exhibition Regulations, Exhibitor's Guide, etc., and to access the MIBU area to request entry passes.

## Place – Dates – Opening hours – Admission - Right to Change Hours

**Art.2 RIVE** will take place on the Pordenone Fiere Spa Exhibition Centre from Wednesday 10<sup>th</sup> to Friday 12<sup>th</sup> November 2021. Daily opening hours for visitors from 9.00 am to 6.00 pm. Exhibitors must follow the regulations written on the Exhibitor's Guide, to be sent later.

The Organizer reserves the unquestionable right to modify the above-mentioned opening hours and to revoke admissions for visitors or any mercantile activity, for certain periods or for organizational purposes.

## Participation Requirements, Intellectual Property and Limitation of Liability

**Art.3** To the event are admitted the operators who produce and / or market the following types of products: production of vine shoots, machinery and agricultural equipment for viticulture, products for vine treatment, machines, equipment and products for winemaking, products and technologies for marketing of finished product (wine), services and techniques for the cultivation of vines and oenology, plant engineering and materials for cultivation in viticulture sector, raw materials and biological products, machinery and equipment for grape processing, filters and plants for filtration, fermentation and aging containers such as equipment, barrels, barrels, barriques and vats, containers (bottles, PET, Bag in Box), labels, caps, capsules, packaging, bottling and filling, sealing machines, inspection machines, sorters and control equipment, products and measuring equipment, products and machines for washing, capping products, labelling and printing systems, packaging and internal company transport, cross-sectional products and services, software for viticulture and the cellar, sector technical printing and services.

The Exhibition will exclude operators of non-compliant goods or in any case considered by the Organization to be inadequate in terms of the level and spirit of the Exhibition.

**Art.3.1** The Exhibitor undertakes to present, on his stand, only machinery, equipment, components, technologies and systems for agriculture and gardening that comply with the intellectual property rights effective in Italy pursuant to Legislative Decree no. 30/2005 as amended by Legislative Decree no. Lgs. 13 August 2010, n. 131 and EU and international standards, including the works of industrial design pursuant to art. 2 of Law 22.4.1941, n. 633. The failure of this declaration of commitment with behaviour contrary to it will determine the immediate closure of the stand, allowing the Organizer to undertake any action aimed at better protecting the interests of the fair and other Exhibitors.

**Art.3.2** The Organizer declines any responsibility for damages occurred to any subject and due to facts caused by participants, also in relation to the respect of the Exhibition Regulations, and for any other type of damage occurred to the exhibited objects even if due to accidental facts or occurrences.

**Art.3.3** Any kind of event related to this Exhibition, promoted by Exhibitors and held during the period of this Exhibition, even if outside the fairground, shall be duly communicated to the Organizer within 15 days before the Exhibition starts.

## Participation Procedure-Irrevocable Contract Proposal

**Art.4** In order to participate in this Exhibition, the Exhibitor Company shall fill in this Application Form completely, carefully writing which materials they want to exhibit and who the producer is. Then, the owner and/or the Legal Representative of the Company shall put their stamp and sign this form, and send it to Pordenone Fiere Spa, along with the receipt of advanced payment of the expected amount.

**Art.4.1 The Application Form and the proof of payment of the amount due must be sent to Pordenone Fiere Spa, EXCLUSIVELY, via PEC to amministrazione@pec.fierapordenone.it or via ordinary e-mail to partecipazione@fierapordenone.it indicating in subject "Sending of signed application RIVE-company name".**

Pordenone Fiere Spa will accept the Application Form subject to:

- the company possessing all requested requirements (see Art. 3 above)
- payment of all due fees and amounts.

Pordenone Fiere Spa reserves the right to accept or not, at its own unquestionable discretion, the Application Form in this Exhibition.

If the Application Form is rejected, Pordenone Fiere Spa shall not be obliged to give reasons of its decision, or to pay any compensation, except for the refund of the advance payment eventually paid.

By signing the Application Form, the Exhibitor Company fully accepts to comply with these Exhibition Regulations along with the Exhibition Centre General Regulations, which both belong to this contract proposal and which are given to the Company along with the Participation Confirmation, and can be also found respectively on the websites [www.exporive.com](http://www.exporive.com) and <https://www.fierapordenone.it/en/documentation/exhibition-center-general-regulations/>; in addition to this, the Company shall comply with all regulations and provisions issued, also afterwards, for purposes of organization and good development of the Exhibition.

**The Application Form is an irrevocable agreement of participation for the Company, and it shall be considered accepted only when Pordenone Fiere Spa sends its confirmation of acceptance.**

**Art.4.2** The deadline for the reservation is **October 8<sup>th</sup> 2021**.

## Participation Conditions

**Art.5** In order to preserve the image of this Exhibition and the quality level of the products exhibited/promoted, the Organizer reserves the right to suspend the participation in the Exhibition of those Companies which are under legal or administrative action in relation to violation to the provisions on products manufacturing, trading and competition, until judgement. Exhibitors shall exhibit/promote only the products/services they have indicated on the Application Form, which are consistent with the product categories of this Exhibition, and only in the exhibition area reserved to them.

**Exhibitors cannot exhibit/promote products/services of companies for which they have not paid the admission fee for "Represented Companies" and/or Co-Exhibitors to Pordenone Fiere Spa.**

Further, the exhibition of second-hand or used products, restored or remanufactured, is prohibited, unless authorized in written by Pordenone Fiere Spa.

**If Exhibitors do not comply with the above-mentioned regulations, Pordenone Fiere Spa reserves the right to suspend their participation in the Exhibition, also by closing their stand, and/or to terminate the contract with them, without paying back the already paid amount, and with the right for Pordenone Fiere Spa to ask for compensation for the damage.**

**Further, Exhibitors shall pay the expected total amount for their participation in the Exhibition as well as the costs for the requested services even if not used.**

## Data Treatment – Assumption of Joint and Several Liability

**Art.6** The data made available by the Exhibitor in the Application for Participation and possibly in the Confirmation of Participation will be collected and recorded by Pordenone Fiere Spa with an automated system, in accordance with the provisions of EU Regulation 2016/679 of the European Parliament and of the Council of 04/27/2016 relating to the protection of individuals with regard to the processing of personal data, as well as the free movement of such data (the so-called "General Regulation on the processing of personal data" or "GDPR") and the Legislative Decree 30.06.2003, n. 196, as modified and integrated by Legislative Decree 10.08.2018, n. 101 ("Personal Data Code" or "Privacy Code"), as well as the attached information note on personal data drawn up pursuant to art. 13, GDPR. These data will be processed both on computer and on paper, as well as on any other type of medium deemed more suitable, without the express consent of the interested party (art.6, letter b, GDPR) for purposes strictly connected and instrumental to relationships contracts between Pordenone Fiere Spa and the Exhibitor, including the purposes of planning and managing the events. Only with the specific and unequivocal consent of the interested party (articles 6, letter a, 7, GDPR), for the following additional purposes: sending of newsletters, discount coupons and gifts, commercial communications and / or advertising material on products and / or services offered by Pordenone Fiere Spa relating to the event for which registration or related events are taken, statistical studies and / or market research, also through specially appointed companies, via e-mail, push-up messages, messaging functions with mobile devices, telephone calls, social networks and / or other communication tools. ii. Analysis of preferences, habits, behaviours and / or interests for the definition of commercial profiles - individual or group - customized, also in order to send targeted commercial communications using the traditional and / or automated methods referred to in point i. above, also through specially appointed companies.

**Art.6.1** The Company's name and tax data herein indicated shall be treated, unless otherwise specified, for the establishment and execution of the contractual relationship, as well as for the fulfilment of all regulatory, tax and administrative provisions that are functional, instrumental, interrelated and / or in any case useful for the purpose of establishing and carrying out the contractual relationship.

In the event that the Contractor indicates a different person as the holder of the tax documents, it is agreed as of now that the evaluation of the Confirmation of Participation pursuant to art. 4.1. will be carried out by the Contractor in contradiction with the Owner, with the exclusion of any direct contact with Pordenone Fiere S.p.A.

The Contractor undertakes the commitment to fulfil all the obligations deriving from this relationship, within the constraint of solidarity with respect to the Holder.

**Art.6.2** Pordenone Fiere SpA cannot be held responsible for any untrue information provided by Exhibitors.

## Stand Allocation and Reservation

**Art.7** Stands shall be assigned according to commodities criteria and to the general organization of the Exhibition. Pordenone Fiere Spa will try, as much as possible, to meet Exhibitors' requests regarding type and dimensions of the stand, as written by Exhibitors on the Application Form. Anyway, these requests are not binding, and they shall be accepted or not by Pordenone Fiere Spa according to the Exhibition Organization needs.

Pordenone Fiere Spa reserves the right to move or reduce the already allocated stand, i.e. moving it to another area of the exhibition, without any compensation right for the exhibitor. The exhibitor shall be duly informed of any such change.

## Fees and Penalty Clause

**Art.8** In order to be registered, Exhibitors shall pay a compulsory fee. This fee includes:

1. registration on the Official Catalogue and/or Visitor's Guide, both in print and digital versions;
2. one copy of the Official Catalogue and/or Visitor's Guide;
3. third-party liability insurance;
4. waste disposal;
5. n. 1 power connection 220 v max 3 kW.

Furthermore, Exhibitors and/or Co-Exhibitors shall pay an Admission Fee for each company they represent or they exhibit/promote the products in the special section of the Exhibitor's Reserved Area called "Catalogue". This fee includes the registration on the Official Catalogue or Visitor's Guide.

Exhibitors shall not host and/or transfer their stand to other companies, or to companies of which they do not trade the products directly.

If any product/service of such non-registered companies is found out in exhibition/promotion, Exhibitors shall pay a fee of € 1.000,00 + VAT for each non-registered company.

For the reservation of the stand, Exhibitors shall pay a fee, as above mentioned. Fees include the costs for the collateral events organized by Pordenone Fiere Spa, such as celebrations or public relations events listed on the programme of the Exhibition, including hospitality for delegations of professional operators and state authorities, both Italian and foreign.

Fees also include:

- Exhibitor badges for permanent free entrance, according to the conditions indicated into the Exhibitor's Guide. It is prohibited to give or lend free entrance badges to third parties. Pordenone Fiere Staff is authorized, if necessary, to check personal identity documents and to seize badges from people who are not entitled to possess them.
- Car parks. Car parks are located on the non-security-monitored parking lot reserved to Exhibitors. As it is a non-security-monitored place, the Organizer declines any responsibility for any theft or damage caused to vehicles.
- general promotion.
- general heating-ventilation and lighting in the halls, information, toilets, first aid service.

**Art.8.1** In the calculation of the rent for the stand, each meter of exhibition area shall be rounded up to the higher unit, without considering columns, wall offsets, installation connectors, etc.  
**Art.8.2** The minimum dimension of the stands is 9 sq.m. Exhibitors can agree from time to time with Pordenone Fiere Spa about the inferior surfaces. All prices are VAT excluded.

#### Terms and Conditions of Payment

**Art. 9** All due payments shall be done as follows:

- **30% to be paid in advance in conjunction with the submission of the Application Form and anyway once you will receive the Participation Confirmation;**
- **70% to be paid not later than October 18th, 2021.**

In case the Application for Participation is accepted after this deadline, the payment shall be done fully when you signed the Participation Confirmation, with no discounts.

Only if you comply with these terms of payment will you be granted of the right to use the stand and to receive the free admission badges and the exit for this Exhibition.

All invoices related to services, such as telephone, internet connection, additional area requests, additional power, etc., MUST be paid by the end of the Exhibition, following the instructions described on the Exhibitor's Guide.

#### Terms of Payment - Penalty Clause - Termination Clause

**Art.10** All payments can be done as follows:

- a) by **non-transferable check** issued to **Pordenone Fiere Spa**
- b) by **bank transfer** to the following **Pordenone Fiere Spa** bank account

#### BANCA POPOLARE DI CIVIDALE S.C.p.A. Sede di Pordenone

IBAN	IT 86 B 05484 12500 CC0560423151
BIC	CIVIT2C

**Please, refer to this Exhibition as the reason of payment and write the name of your company.**

c) by **credit card** (Visa, MasterCard at the designated office of Pordenone Fiere and / or online via PayPal with express indication of the name of the Exhibitor and the name of the Event in the dedicated space.

d) by **payment on the postal account "Posta Imprese" of Pordenone issued to Pordenone Fiere Spa**

Postal Account Number	5865628
Postal IBAN	IT 88 W 07601 12500 00 000 5865628

**Please, refer to this Exhibition as reason of payment and write the name of Your Company, and the name of this Exhibition.**

In the event of non-compliance with the conditions and terms of payment, Pordenone Fiere Spa may charge interest on arrears, as required by Legislative Decree 231/2002, and may also consider the contract terminated by giving notice to the interested party. In this case Pordenone Fiere Spa will be able to dispose of the exhibition space by assigning it to other applicants and will have the right to forfeit the sums already received and, in any case, claim the payment, as a penalty, of any other contractual consideration, without prejudice in any case to the right to compensation of more damage.

#### Transferment, renunciation, reduction, withdrawal and non-participation

**Art.11** It is strictly prohibited to transfer to third parties, totally or partially, the exhibition area reserved, even if for free.

If the Company, after sending the Application Form, cannot participate in the Exhibition anymore, for any reason, they shall pay the admission fee fully, as well as the costs of the requested equipment and installations, even if not used, all taxes already paid for them, and any kind of damage that should occur to Pordenone Fiere Spa due to their cancellation.

If the Company decides to cancel their participation in the Exhibition, or if they cannot participate any more, for any reason, they shall communicate this to Pordenone Fiere Spa in writing by registered mail within 30 working days before the Exhibition starts. In this case, the payment will be considered as down payment and will be not paid back.

In the event that the same communication referred to in the preceding point should reach Pordenone Fiere Spa beyond this date, the Exhibiting Company will be required to pay Pordenone Fiere Spa as a penalty the full amount deriving from the space and services booked and not used; moreover Pordenone Fiere Spa will be able to freely dispose of the exhibition spaces already booked by the Exhibiting Company.

In any case, withdrawal is not permitted for Applications Forms sent and accepted after **October 8<sup>th</sup>, 2021.**

The Exhibitor who, after receiving the Confirmation of Participation, should request a reduction in the space allocated, must provide a prompt and motivated communication this in writing to the Organization.

In this case Pordenone Fiere Spa reserves the right not to accept the request or to accept it and to: a) reduce the square footage, maintaining the assigned position and considering the excess portion freely marketable; b) assign a new commercial space compatible with the exhibition layout, considering that previously assigned freely marketable.

#### Installation-Dismantling-Compensation of the Damage-Penalty Clause

**Art.12** **During installation and dismantling operations Exhibitors and their workers shall duly observe all provisions related to safety at work.**

The construction of the stands must comply with the provisions of the General Regulations, as well as with all the regulations in force at the date of signing this contract and with those that may be issued in the executive phase of the relationship, with particular but not exclusive reference to the protocols to be adopted, for the containment of the spread of epidemics - pandemics, all documents found in the Exhibitor's reserved area or in any case attached to the "Exhibitor's Guide".

The construction of any interior fittings on the stand must comply with the provisions of the General Exhibition Centre Regulations and must take place so as not to harm the aesthetics of the nearby exhibition spaces and not to cause damage or harassment to other Exhibiting Firms. The furnishing and fitting material of the exhibition spaces must be in compliance with the current rules on fire prevention and safety. If they do not comply with current legislation, the organization will close the exhibition space without any right of compensation for the Exhibitor. Pordenone Fiere Spa can provide set-up solutions, as highlighted in the appropriate form found in the Exhibitor's reserved area within the Exhibition site or otherwise required from the reference commercial staff.

**Art.12.1** Exhibition areas are available to Exhibitors under the rules written on the Exhibitor's Guide. Stands are given exclusively according to the area and position that result from the plan provided by Exhibitors, who shall occupy the exhibition area reserved to them by Pordenone Fiere Spa, with the dimensions indicated on the Participation Confirmation. Pordenone Fiere Spa reserves the right to grant a bigger area to Exhibitors in case they pay for the additional square meters.

The exhibition areas not occupied within the time indicated in the Exhibitor's Guide will be unquestionably assigned by Pordenone Fiere Spa to third parties.

Pordenone Fiere Spa will not be required to assign another exhibition area to the late exhibitor. In these cases, Pordenone Fiere Spa will withhold all payments made by the Exhibiting Company as compensation.

**Art.12.2** **At the end of the Exhibition and not before,** the Exhibiting Company will have to dismantle its exhibition space and remove its equipment and goods from the Exhibition Centre, according to the indications contained in the Exhibitor's Guide.

**The Exhibitor is obliged to return the exhibition space, within the deadline set for dismantling, in the state in which it was at the time of occupation.**

In case of non-compliance with the dismantling times and / or inertia of the Exhibiting Company when clearing the area, the Exhibiting Company expresses its irrevocable consent for Pordenone Fiere Spa to proceed, considering what is left on the stand as waste material, to start what has been found at public landfills. The Exhibiting Firm will be required to reimburse all expenses incurred for the eviction in addition to a penalty of EUR 300, subject to compensation for further damage.

#### Services

**Art.13** Pordenone Fiere Spa provides the general lighting equipment.

Power and water supply in the stands, if none, are at Exhibitors expenses. Fees for power and water shall be calculated according to the requests made by Exhibitors and shall be checked by Pordenone Fiere Spa, at its own discretion.

**Art.13.1** Subject to the availability of the systems on the Fairground for water and power supply, Exhibitors can have it by making request by means of the specific forms (available in the Exhibitors' reserved area within the Event website or in any case to be requested to the sales personnel) by the deadline indicated on the form itself.

Exhibitors shall make request for additional power supply (fees are written on the request form) by the deadline established on the form itself.

All these requests are binding for Exhibitors.

If the assigned exhibition space is not equipped with attachments for the use of services requested by the Exhibitor after the Confirmation of Participation, Pordenone Fiere Spa may arrange for a different location of the stand or the installation of the requested connections, at the exclusive expense of the Exhibitor, as long as do not exist any impeding technical or safety reasons.

**Art.13.2** Pordenone Fiere Spa disclaims any liability arising from interruption or suspension of services by the Companies Supplying, or dependent on an abnormal use of the service by the exhibiting companies.

#### Surveillance - Disclaimer

**Art.14** Pordenone Fiere Spa, even without assuming custody obligations, commitments or responsibilities of any kind, can provide an internal day and night general surveillance service in the areas used for the Event. Pordenone Fiere Spa is exempt from any custody charge on all products, materials, equipment, machinery etc. introduced at the Exhibitors' stands; in case of theft or damage of the same, due to causes not attributable to force majeure, both during the preparation and execution of the Exhibition, and during the dismantling phase, no responsibility can be attributed to Pordenone Fiere Spa.

The custody and surveillance of the exhibition spaces and the products exhibited therein are the exclusive responsibility of the individual Exhibitors, for the entire duration of the Exhibition, both in the set-up and dismantling phases.

#### Insurance

**Art. 15** Pordenone Fiere Spa, as indicated in Art. 8 above, ensures that the Exhibitor is in compliance with the registration procedures (articles 4 - 5) from the start of the set-up phase to the end of the phase of dismantling with insurance contracts to cover only the civil liability towards third parties.

For all other risks, the Exhibitor, for more precise protection, is free to insure himself with a company of his own trust.

The Exhibitor is in any case civilly and criminally liable for all damage to people and things caused by the equipment, structures or anything else present in the area made available, as well as by his own or his collaborators and / or agents.

#### Accident prevention and moving machines

**Art.16** It is forbidden to introduce and exhibit machines, machine parts, equipment, tools and appliances in general, as well as the installation of systems that do not comply with the laws or regulations in force and in any case to the Legislative Decree n. 81/08 Title IV- Chapter II ° (Rules for the prevention of accidents at work).

**Art.16.1** Demonstration machines, accessories, tools and components must be built or marketed by companies exhibiting at RIVE.

Products that do not correspond to the above conditions will be excluded at the exhibitor's expense and risk.

Machinery, whether exhibited or intended for the service of the displayed products, can be put into operation. This concession does not imply any liability on the part of Pordenone Fiere Spa, and in any case, it does not exonerate the Exhibiting Company from any liability resulting from the operation of the aforementioned machinery.

The Exhibiting Firm must scrupulously observe, in addition to the particular ones dictated by the Organization, the legal prescriptions and regulations on the matter; in particular it must:

- implement all the measures and devices to prevent accidents and fires, to reduce noise and vibrations, to eliminate bad odours, to avoid the emission of fumes, gas and liquids;
- subjecting pressure machinery and lifting equipment to the checks and tests established by the special rules on the matter, refraining from operating them prior to the issue by the competent Authority of the relative certificate;
- appliances with hydraulic lifting must be equipped with adequate hydraulic and mechanical locking devices.

In any case, the machinery, accessories and anything else indicated above must not constitute a danger to anyone or cause harassment. The organization reserves the right to revoke, at its sole discretion, the authorization as granted above, if it recognizes the possibility of the occurrence of inconveniences of any nature. Suspended loads are strictly forbidden.

Personnel appointed by the Exhibiting Firm reserves the right to prevent the operation of the machines which could compromise the safety of the other Exhibitors or Visitors or cause them excessive disturbance.

**Art. 16.2** Exhibitors who need to exhibit machines that do not comply with the Machinery Directive (because for example they are destined for non-EU markets or constitute prototypes not yet ready for sale), must indicate, with a special sign, the unavailability of the themselves in the European market. As set out in Art. 6 paragraph 3 of the Machinery Directive: "Member States do not prevent, in particular at fairs, exhibitions, demonstrations and the like, the presentation of machines or partly completed machinery not compliant with this Directive, provided that a visible sign clearly indicates the non-compliance of these machines and the impossibility of having them before they are made compliant. Furthermore, at the time of demonstrations of such non-compliant machines or partly completed machines, adequate safety measures are taken to ensure the protection of people. In particular, a possible text for the information sign could be: "The exposed machine does not comply with the" machinery "directive 2006/42 / EC. Messrs. visitors that the machine will be available in the European Union after being made compliant". It should also be remembered that, in addition to the information, for a non-compliant machine it is necessary, if necessary, to take special measures to avoid risks to visitors.

#### Supplies

**Art.17** The introduction by the Exhibiting Firm (or by other subjects appointed by the latter) of goods destined for the supply of materials to the exhibition spaces, must be authorized by Pordenone Fiere Spa and can only take place at the times indicated.

#### **Transportation, Shipment and Movement**

**Art.18** For the performance of transport and shipping practices including customs, the Exhibiting Firm is free to use trusted forwarders.

However, it is preferable to use the official freight forwarder of Pordenone Fiere Spa in order to simplify procedures and increase the timeliness of operations.

For logistics handling in the exhibition centre it is absolutely forbidden for the Exhibiting Company to use forklifts of its own availability. It is therefore mandatory to use the logistical services made available by Pordenone Fiere Spa.

#### **Photographs and Reproductions**

**Art.19** Pordenone Fiere Spa reserves the exclusive right for any reproduction by means of photography, video, drawing and more, both of the fair complex and of the individual exhibition spaces. Only photographers / videomakers authorized by Pordenone Fiere Spa can operate inside the pavilions.

These photographers / videomakers will collect and process photographic images, videos and / or interviews also relating to products, machinery, exposed materials and / or authorial material of which the Exhibitor is the owner and / or manufacturer and / or licensee, for exclusive disclosure purposes or corporate, advertising and promotional communication, in particular, by way of example and not limited to, through the dissemination in newspapers, newsletters, website, social network profiles (Facebook, twitter, Instagram) etc.

By signing this Application Form, the Exhibitor expressly agrees to these filings and their use as specified above, without claiming any financial compensation. In the event that the Exhibitor does not intend to authorize such photographic / video shots, he must communicate it to the photographer / videomaker before making them.

Pordenone Fiere Spa is not responsible for any abusive reproductions of exhibition spaces or exhibits.

#### **Sales**

**Art.20** Exhibitors who want to sell their products during the Exhibition must ask Pordenone Fiere Spa for permission, being understood the provisions stated in art. 22.

#### **Catalogue and / or Visitor Guide**

**Art.21** Pordenone Fiere Spa, without thereby assuming commitments or responsibilities of any kind, reserves the right to take care, directly or by means of specialized companies, of the printing of an official Catalogue of the Exhibition or of a Guide for the visitor, containing the indications of the subscriptions received and accepted by October 8<sup>th</sup>, 2021 and in any case according to the information obtained from the "Catalogue" forms present in the Exhibitor's reserved area on the Exhibition site.

The Exhibitor assumes all responsibility with respect to the aforementioned indications and declares to indemnify Pordenone Fiere Spa in relation to any false and / or damaging declarations of the image, reputation and / or of others' personal rights, rights or confidentiality. Pordenone Fiere Spa declines all responsibility for the distribution of the Catalogue or the Guide for the visitor and for errors in the content itself resulting from incorrect filling in of the forms by the Exhibiting Company or from typographical errors.

Pordenone Fiere Spa has the right to reproduce all or part of the list of all the Exhibitors in other publications of various kinds or in electronic, web and app formats.

#### **Change of date, cancellation or suspension of the event**

**Art. 22** Pordenone Fiere Spa may unilaterally change the date of the Exhibition, subject to communication by ordinary e-mail 60 days prior to the start of the Exhibition.

The parties agree as of now that if the shift of the date of the Event should be greater than 365 days, the contractual relationship will be automatically resolved on the date on which the previous communication will reach the other Contracting party. Excluding any form of compensation for damages, Pordenone Fiere Spa will reimburse the Exhibitor any amounts already paid.

Pordenone Fiere Spa may also unilaterally cancel or suspend the conduct of the Exhibition.

In the event that the Exhibition has not yet started, excluding any form of compensation for damage, Pordenone Fiere Spa will reimburse the Exhibitor any amounts already paid.

If, on the other hand, the Exhibition should be suspended after the opening date:

a) if the suspension should be motivated by force majeure or in any case not attributable to Pordenone Fiere Spa, no refund and / or compensation for damage will be due to the Exhibitor;

b) in the remaining cases, Pordenone Fiere Spa, excluding any compensation for damage, Pordenone Fiere Spa will reimburse the Exhibitor an amount commensurate with the non-employment.

In none of the previous hypotheses Pordenone Fiere Spa will be required to pay compensation or any indemnity to the participant.

#### **Prohibitions and Restrictions - Cancellation Clause-Penalty Clause**

**Art. 23** Without prejudice to the obligation to comply with all rules and provisions, including special ones, regarding meetings in public venues, as well as the prohibitions set out in the specific articles of these Regulations and the General Exhibition Regulations, as well as all the regulations in force date of signing of this contract and to those that should be issued in the executive phase of the relationship, with particular but not exclusive reference to the protocols to be adopted for the containment of the spread of epidemics - pandemics, further and explicit prohibition of:

- pierce, insert nails and/or screws on the walls, on the ceilings, on the floor and hang any load onto the halls structures;
- exhibit products which are not listed in the Application Form and that do not belong to the product categories relevant to this Exhibition, unless specifically authorized by Pordenone Fiere Spa;
- move or park any kind of vehicle inside the area reserved for the Exhibition;
- leave cars parked overnight (even in case of breakdown) inside the Exhibition Area;
- light or cause fire, or bring explosive materials, or detonating, dangerous and bad-smelling products or any product which could cause damage or annoyance;
- take outside the Exhibition Area products and materials during the Exhibition, unless Pordenone Fiere Spa authorizes otherwise in writing;
- distribute advertising material (magazines, catalogue, brochures, flyers etc.) not related to Exhibitors, who, on the other hand, can distribute such material inside their own stands only;
- use Pordenone Fiere Spa brand without any written authorization;
- bring dogs on the exhibition area, except dogs for blind persons;
- bother or obstacle, in any way, the regular course of the Exhibition, with the consequent penalty of being expelled from the Event;
- make political propaganda in any way inside the Exhibition Area;
- dispose of part of the outfitting, carpet, adhesive tape or any type of tape or waste inside the Exhibition Area;
- show prices, except during events where selling is allowed; in this case the showing of prices is granted to authorized Exhibitors only;

- for Exhibitors or their representatives or customers to stay inside the stands and the fairground after the closing hours of the Exhibition or in hours different from those authorized, without special authorization;
- do any kind of food supply inside the stands and the Exhibition Area, unless expressly authorized in writing by Pordenone Fiere Spa;
- start dismantling and/or clearing the stands before the closing time of the Exhibition, strictly following the timing instructions stated in articles 12-12.1-12.2.
- leave the stands before the closing time of the Exhibition. In this case the Exhibitor that will leave and/or will start the dismantling before 6:00 PM on November 12<sup>th</sup>, 2021 will be sanctioned and the Exhibitor shall pay a penalty of € 1.500,00.

In case of any violation to the prohibitions provided for by this Regulation, the Exhibition Centre General Regulations or the provisions issued by Pordenone Fiere Spa, the Organizer itself shall terminate the agreement with Exhibitors and exclude them from the Exhibition, without paying them any reimbursement, and keeping the right to ask Exhibitors for reimbursement for further damage.

#### **Advertising – Audio and Video Playing**

**Art.24** All Exhibitors are allowed to advertise their own company and Represented Companies and / or Co-Exhibitors, exclusively inside their stands, as long as they do it in compliance with the current laws, the safety regulations and the provisions written in this Regulations and in the Exhibition Centre General Regulations.

Exhibitors can distribute catalogues, price lists and other material, inside their stands only.

As far as height is concerned, an exhibition space is considered up to 4 meters and not beyond. Exceptions to the maximum height are allowed in case of particular display needs but are in any case subject to written authorization from Pordenone Fiere Spa. Distribution of Flyers is strictly forbidden.

Any kind of advertising which in any way could cause any dispute with other Exhibitors and/or other Exhibition Centres is prohibited. Even direct or indirect promotional activities finalized to promote and/or advertise initiatives of another Exhibition Centre are prohibited, unless authorized by Pordenone Fiere Spa.

**Advertising or giving information by means of audio amplifiers or similar to cinematic with soundtrack is subject to authorization issued by S.I.A.E. (Italian Authors and Publishers' Society) and to the payment of taxes, at Exhibitors' expense, and shall be done without causing any bothering.**

#### **Miscellaneous-Cancellation Clause - Penalty Clause and Limitation of Liability**

**Art.25** The General Exhibition Centre Regulations as well as the rules for the technical supplies contained in the relevant modules form an integral part and constitute a single, inseparable context of these Exhibition Regulations.

- The submission of the Application for Participation with the signing of these Exhibition Regulations, entails the obligation for the Exhibiting Company to fully comply with the General Regulations of the Exhibition Centre.
  - The exhibiting company is obliged to clean its exhibition space.
  - The Exhibiting Firm undertakes to guarantee that the personnel in charge of the distribution and handling of food products comply with the current health provisions.
  - The Exhibiting Firm will take care with the utmost diligence of the safety of the use of the plants and equipment for the conservation of the food supplies supplied, for the processing and cooking of the food, for the washing of the dishes and all other related activities.
  - The Exhibiting Firm will take care of the punctual respect of all the rules on accident prevention and hygiene and safety at work, the observance of which is a condition for the execution of this contract and, therefore, for the correct fulfilment of the obligations therein contained.
  - The Exhibiting Company assumes all the civil liability risks dependent on the exercise of the activity including also risks deriving from the administration of food and drinks possibly damaged for any reason.
  - The Exhibiting Firm undertakes to comply with the hygiene and health standards in force on the matter, as well as to request the necessary authorizations.
  - The Exhibiting Firm undertakes to comply with the hygiene and health standards in force on the subject, as well as in general with all the regulations in force at the date of signing this contract and with those that may be issued in the executive phase of the relationship, with particular but not exclusive reference to the protocols to be adopted for the containment of the spread of epidemics - pandemics.
- The exhibiting company will diligently take part in the request and obtaining the necessary authorizations.

**Art.25.1** Pordenone Fiere Spa is exonerated from any responsibility for what concerns the relationships between exhibitors and their suppliers also as regards the custody of goods, products, fittings and more.

**Art.25.2** Failure to comply with even one of the aforementioned clauses will result in the termination of the contract due to the fault of the Exhibiting Company and without any refund of the amounts paid, without prejudice to the Exhibitor's obligation to pay the balance of the entire amount due for participation in the Exhibition and related services provided by the organization.

**Art.25.3** Pordenone Fiere Spa reserves the right, in its discretionary and unquestionable judgment, to regulate the performance of the Exhibition, as well as to adopt all the provisions that were suggested or imposed by the needs or needs of the fair.

**Art.25.4** The date of the Exhibition may be changed without any liability from Pordenone Fiere Spa, which may also cancel or suspend the performance of the Exhibition by reimbursing the participants for the sum relating to the advances already paid without the Exhibiting Firms being able to claim anything by way of compensation for damages.

**Art.25.5** The verbal agreements that go beyond the framework of this Application for Participation are valid only if confirmed in writing.

#### **Complaints**

**Art.26** Any kind of complaint related to the organization and the course of the Exhibition shall be sent in writing to Pordenone Fiere Spa, under penalty of cancellation, by and no later than the last day of the Exhibition.

#### **D.Lgs. 231/2001, Code of Ethics and Termination**

**Art. 27** Pordenone Fiere Spa has approved and adopted the Organization, Management and Control Model pursuant to Legislative Decree June 8, 2001, n. 231 (hereinafter also "Mog") and its own Code of Ethics, which sets out the ethical principles with which it complies in carrying out its business. These documents can be found on the website [www.fierapordenone.it](http://www.fierapordenone.it) in the appropriate section.

The Exhibitor declares to know the legislation referred to in Legislative Decree 231/2001 and to refrain from conduct suitable for configuring the offenses referred to in the Decree itself (regardless of whether the crime was actually committed or punishable).

Any failure by the Exhibitor to comply with these commitments is considered a serious and therefore legitimate contractual breach of Pordenone Fiere Spa to resolve the existing relationship pursuant to and for the purposes of art. 1453 of the civil code.

#### **Competent Court in Exclusive**

**Art. 28** The Court of Pordenone is the exclusive place of jurisdiction for any controversy.