

# EXHIBITION CONTRACT – GENERAL REGULATIONS Smart Building Levante 2024

SMART BUILDING LEVANTE is organized by Pentastudio S.r.l. (Tax Code and VAT Number 00272010240), a communication and trade fair events organization company based in Vicenza Italy at Contrà Pedemuro San Biagio, 83.

#### Definitions

In the text of this contract, the following terms have the following meanings:

"Event": refers to the event called SMART BUILDING LEVANTE;

"Company": refers to the organizer of the Event "Pentastudio S.r.l." of Vicenza in Italy;

"Exhibitor": refers to the natural person and/or legal entity, in whatever form exercised, proposing to the Company to enter into the Exhibition Contract; the conclusion of the Exhibition Contract implies the express acceptance by the Exhibitor of these General Conditions, which the Exhibitor signs for full acceptance and confirms having fully understood all of these General Conditions;

"Exhibition Contract": the contractual relationship that is perfected with the Exhibitor's acknowledgment of the Company's acceptance of the "Participation Application", according to the methods and timing provided by these General Conditions;

"Participation Application": is the document that, properly completed and signed by the Exhibitor, is sent to the Company to request participation in the Event, together with the valid Chamber of Commerce Certificate for the current year of the Exhibitor;

**"Technical regulations"**, **"prevention measures"**, **"safety regulations"**: constitute the set of rules published in the document entitled "Rules for works and activities to be carried out within the trade fair district", which will be sent by the event organizer Pentastudio upon receipt of this completed Participation Application. The Exhibitor is obliged to take note of the regulations contained in these documents and to comply with them;

"Co-exhibitor": a subject that the Exhibitor hosts in their own exhibition area with the prior consent of the Company and under the conditions specified in these General Conditions;

"Registration fee": the amount of €480.00 plus VAT for each requesting Exhibitor;

"Participation fee": the capital amount plus VAT that each Exhibitor, following the acceptance of the Participation Application, is required to pay, as indicated in the "Participation Application" (Form 1); it must be paid according to the methods provided for in these General Conditions.

# Article 1 - Venue and Date of the Event

1.1 The Event takes place in Bari at the new pavilion of Fiera del Levante, for a duration of two days on November 14-15, 2024.

**1.2** The Company expressly reserves the right to extend and/or reduce the period of the Event, as well as to possibly change the opening date and/or cancel it, based on particular technical and organizational needs, without this entitling any compensation to the exhibiting Company.

#### Article 2 - Exhibitors and Allowed Products

2.1 Economic operators who are producers, exclusive agents, representatives, dealers, single or multi-mandates, in any form of business, including entities and/or organizations also based outside the Italian territory, are allowed to submit the Participation Application.

2.2 Retail traders operating on public areas are expressly excluded.

2.3 In general, all products of the reference sectors better identified in Form 2 of the Participation Application may be exhibited.

2.4 The Company expressly reserves the right to evaluate the Participation Application, to accept or refuse it at its sole discretion, as well as to establish further limitations on the matter.

# **Article 3 - Participation Application**

**3.1** The Participation Application must reach the offices of the Company, accompanied by the chamber of commerce certificate of the Exhibitor valid for the current year and by the payment of the amount provided according to Form 1 and articles 4-5 of this document. The Participation Application must be submitted completed no later than the essential deadline of September 30, 2024. Failure to submit the completed Application and/or failure to pay the amounts provided for in the subsequent articles 4-5 automatically results in the rejection of the Participation Application. In essence, the company cannot be considered an exhibiting company of the event.

**3.2** The Participation Application constitutes an irrevocable contractual proposal for the sole applicant under the terms and effects of Article 1329 of the Civil Code. The Exhibitor expressly acknowledges the full authority of the Company to accept or reject the proposal, at the Company's sole discretion, within the merely dilatory period of 15 days from receipt of the Proposal.

**3.3** The indications of position, size, tariff, as well as the conditions and/or variations of any other kind, eventually set by the Exhibitor in the "Participation Application", are in no case binding on the Company, which reserves the right to refuse them and/or to proceed with the assignment of the stand, for organizational reasons, by communicating it in advance to the Exhibitor.

**3.4** The Exhibitor may host in their own stand, with the prior authorization of the Company, up to one co-exhibitor for every 16 square meters of space, provided that the equipment or products of the guest companies are relevant to the Exhibitor's sector and there are documented commercial relationships with them. In this case, the co-exhibitor is required to formalize their presence by signing the regular participation application for co-exhibitors accompanied by the payment of the required registration fee.

**3.5** The Participation Application, submitted by representatives, dealers, or agents, must contain the indication of the proposing Company and its legal headquarters and be accompanied by documentation proving the existence and permanence of the relationship with the Company itself, subject to the Company's right to conduct any investigation in this regard.

**3.6** In any case, by signing the Participation Application, the applicant expressly acknowledges having acted, with reference to this relationship, within the scope of their professional business activity.



#### Article 4 - Registration Fee

4.1 The Registration Fee is payable by each requesting Exhibitor in the amount of €480.00 + VAT, and includes:

RCT and All Risk insurance coverage (both mandatory, the respective policies are available for consultation in the specific appendix that will be sent by the organizational secretariat to all exhibitors after the submission of this Participation Application); • general surveillance of the pavilion; • connection and consumption of electricity (3Kw for each 16sqm module); • rental of fire extinguishers, according to the number of independent and separated boxes, and at a rate of one for the first square meter of exhibition space of the box plus one for every additional 200 sqm of surface area; • daily standard stand cleaning; • general fire prevention; car parking according to the following modalities:

1 parking space for areas from 16sqm to 32sqm

2 parking spaces for areas from 48sqm to 64sqm

3 parking spaces for areas larger than 64sqm

electronic invitations to be forwarded to their own clientele as follows:

500 for areas from 16 to 32 sqm

 $1000 \mbox{ for areas from 32 to 64 sqm}$ 

2000 for areas larger than 64 sqm

exhibitor badges for staff and suppliers (valid on event days and during setup and dismantling).

**Co-Exhibitor Registration Fee:** The Co-Exhibitor Registration Fee is required from each requesting co-exhibitor in the amount of 300.00 euros + VAT and includes the same services included in the exhibitor registration fee (see article 4.1) but no more than 1 car parking space and no more than 500 electronic invitations to be forwarded to their clientele.

#### **Registration of Represented Companies**

The Exhibitor is obliged to specify the company name and the relative data of all the companies represented that he/she intends to exhibit on his/her stand. For each Represented Company, the Exhibitor is required to pay  $\notin$  100,00 (+ VAT if due; see Art. 8). By accepting these regulations, the exhibitor declares that they have a license to represent the exhibitor companies registered at the Exhibition, that the industrial or intellectual property rights insisting on the products registered at the Exhibition are validly registered or that, if they are not the owner, they have a licence to use them in their favour. In the event that the registration procedure for the aforementioned rights is not completed, or there are disputes concerning the right that has already been registered, the Exhibitor declares that, by signing these regulations, they accept responsibility for any and all consequences arising from the use of the right itself, releasing Pentastudio and its associated companies from any claim or action by third parties.

**4.2** Alongside the submission of this completed "Participation Application," Exhibitors are obligated to make a payment corresponding to 50% plus VAT of the total participation amount, as an advance payment. In the absence of payment of the advance, the Participation Application, even if completed, will not be considered valid.

#### Article 5 - Participation Fee

**5.1** The participation fee includes: rental of the area at the rate already indicated in Form 1 of this Participation Application; general wifi service of the pavilion; invitation and visitor registration services; air conditioning and general lighting of the pavilion.

#### Article 6 – Parking; allocation; confirmation of participation

6.1 The Exhibitor is required to exhibit only the goods and/or services listed in Form 3 under "Merchandising Sectors" of the "Participation Application" and exclusively within the dimensional limits of the stands assigned to them.

**6.2** In case of non-compliance, the Company is hereby authorized to remove the products from the stands of exhibiting Companies that violate the above; removal will be at the risk and expense of the Exhibitor.

**6.3** For technical and organizational reasons, the Company reserves the right to vary, at its sole discretion, the sector groupings, to transfer Exhibitors to another stand, and to vary the dimensions and surfaces required, both in terms of frontage and depth, following consultation with the exhibiting Company and without entailing any refund to the exhibiting company.

**6.4** After receiving the "Participation Application" duly completed by the exhibiting Company, the Company sends the Exhibitor the planimetric survey of the assigned stand, for the purposes provided for by the regulations on safety and fire prevention in general, as further provided by the "Technical Regulation" referred to in the subsequent Article 8.

6.5 Any other communication sent by the Company to the Exhibitor is to be understood as informational and in any case not binding on the Company.6.6 Even after sending the planimetric survey, the Company reserves the right to unilaterally modify the position and/or dimensions of the assigned space in order to optimize and make efficient use of the exhibition spaces.

6.7 The Exhibitor is not allowed to transfer the total or partial ownership of their stand, even if done free of charge.

#### Art. 7 - Payment Terms; Withdrawal; Contract Termination

**7.1** The exhibitor is required to pay the Company, concurrently with the submission of the completed Participation Application, an advance payment amounting to 50% plus VAT of the total participation fee (space cost + registration fee + any pre-installation cost + any co-exhibitor fee). Failure to pay the advance payment will result in the Participation Application, even if completed, not being considered valid. The remaining 50% of the participation fee must be paid no later than the mandatory deadline of September 30, 2024. Should this deadline pass without payment, the Company reserves the right to immediately terminate the contract due to the exclusive fault of the exhibitor and/or to take any action deemed suitable for defining the obligation relationship.

7.2 In the event of the Company communicating the termination, the Company will retain the advance payment and any further amounts subsequently paid by the exhibitor as mere advance payment towards any greater damages.

7.3 In case of withdrawal from exhibiting communicated by the exhibitor after the Company's receipt of the completed "Participation Application SMART BUILDING LEVANTE 2024" submitted by the exhibiting company, the Company is authorized to retain definitively the advance payment and any further amounts subsequently paid by the exhibiting company, as an irreducible penalty.

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# Art. 8 - Occupation of Assigned Exhibition Spaces and Use of the Same

**8.1** Unless exceptions apply, the assigned exhibition spaces are made available to exhibitors (for exhibitors with prefurnished spaces) one day before the start of the event, with the obligation for the exhibitor to set them up by no later than 8:00 PM on the same day. For spaces that are not pre-set up and therefore areas with personalized setups, the access methods for setting up and dismantling the areas will be communicated with specific forms. Any exceptions must be agreed upon in advance with the Company, which may decide whether to allow them or not and will, in any case, be subject to the exhibitor's payment of costs for extra hours services (which will be communicated through the specific "Service Request" form of the event).

**8.2** Exhibition spaces not occupied and/or not set up by the end of the day before the start date of the event are considered abandoned and remain at the disposal of the Company, which may allocate them to other companies, while the defaulting exhibitor is still obligated to pay the balance of the participation fee.

**8.3** The exhibitor is solely responsible and custodian of the assigned exhibition spaces for the entire period they are occupied. Therefore, the exhibitor is responsible for observing all regulations to avoid causing damage to third parties in general both during the fair but also during setting up and dismantling and for taking appropriate measures to prevent damage or theft to the exhibited goods. Under no circumstances will the Company be liable for the aforementioned events.

**8.4** The use of exhibition spaces, once assigned, is subject to the rules of the "Technical Regulations" (contained in the file "Rules for works and activities to be carried out within the trade fair district"), which will be sent by the event organization upon receipt of the completed Participation Application. The exhibitor is obligated to review the regulations contained in the aforementioned documents and to comply with them and ensure compliance by their collaborators, employees, personnel in general, guests, and suppliers. This is because the regulations contain provisions and instructions on accident prevention, fire prevention, and safety in general.

#### Art. 9 - Setups and Signs

9.1 The Company provides exhibitors with exhibition spaces equipped with partial or total pre-installation, perimeter walls, or floor demarcations.

**9.2** Companies interested in setting up their exhibition area or putting up signs and banners must submit the relevant project for prior approval by the Company, NO LATER THAN three weeks before the start of the setups. Any responsibility regarding the stability of setups and signboards remains solely with the exhibiting company, which expressly exempts the Company from any liability for damages caused to itself or third parties.

**9.3** Furthermore, the Company assumes no responsibility for the execution of setup works in general for the exhibition areas, both towards third parties and the personnel involved, a responsibility that remains exclusively with the setting-up company and/or the contracting exhibitor.

9.4 In drafting the project and carrying out the works, the Exhibitor expressly declares to be aware that:

Setups must always include walls along the border with other stands, with a height equal to the maximum allowed (3 meters), with a finished, white, and flat back. Stand setups must not exceed a height of 3 meters and must always be contained within the maximum height limits indicated in the floor plan of the pavilion, which is sent together with the floor plan survey.

Setups in areas without pre-installation (free area) may exceptionally exceed the permitted height limits (3 meters) only upon prior authorization from the Company. The placement of signs is subject to the following regulations: In pre-installed spaces, the sign is affixed by the Company in a specific space of the pre-installation, which cannot be covered by another sign by the Exhibitor.

In spaces without pre-installation (free area), if the setup is carried out, the sign will be an integral part of it and therefore will be contained within the authorized height limits for the setup. If the setup is not carried out, any signs must comply with the maximum height limits allowed for setups.

**9.5** The use of advertising banners, both inside and outside the pavilion, is strictly prohibited. In case of non-compliance with this prohibition, the Company will proceed - without any prior notice - to their removal and storage, charging the related expenses to the exhibiting company, without assuming any responsibility for damages of any kind resulting from the removal operations.

# Art. 10 - Damages

10.1 The exhibition areas must be returned in the condition in which they were received.

**10.2** The costs of restoration for any damages caused by the Exhibitors or their personnel and/or suppliers to the exhibition areas, structures, installations, or facilities of the event, will be entirely borne by them. These restorations will be carried out exclusively by the Company, and the related costs will be charged to the Exhibitor.

# Art. 11 - Real Guarantee of Credits (Continued)

**11.1** By declaring acceptance and approval of the specific clauses of these General Contract Conditions, the Exhibitor, as a guarantee of the full performance of the contractual obligations assumed, specifically referring to those concerning the payment of sums due to the organization (Articles 4, 5, 6, and 7), authorizes the Company itself to retain the exhibited goods and materials used for the setup until payment is made.

**11.2** The goods and materials referred to in the preceding paragraph will be removed and deposited in warehouses at the risk and peril of the Exhibitor, who, starting from the third day of storage of the materials, is required to pay the amount of  $\notin$  200.00 for each day of storage and for every 10 square meters of occupied space.

**11.3** The Company reserves the right to proceed with the removal of the goods and materials that the Exhibitor has left at the assigned exhibition area beyond the deadlines indicated for disassembly, with the costs incurred by the Exhibitor.

**11.4** If the 30-day storage period elapses without resolution, the Company will proceed to sell the stored goods at auction, retaining the proceeds as reimbursement.

#### Art. 12 - Entry and Exit of Goods; "Exit Pass"; Disassembly of Exhibition Areas

**12.1** Goods in general, exhibition samples, and setup materials introduced into the fairgrounds cannot be removed from the pavilion until after the closure of the event, starting from 6:30 PM on Friday, November 15, 2024. The Management of the Company reserves the right to issue special exit permits in case of justified reasons declared in writing by the exhibitor.

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**12.2** At the end of the event, exhibited goods and furnishing materials can be removed only after settling all payments due to the Company for both the exhibition and related services ordered before or during the fair. This provision also applies in cases where the possession or control of goods, products, and materials is transferred by the Exhibitor to a third-party carrier/supplier.

**12.3** Disassembly operations of the exhibition areas will take place on Friday, November 15, from 7:00 PM to 9:00 PM and may continue on Saturday, November 16, from 8:00 AM to 8:00 PM. The Company will promptly communicate to the Exhibitors the detailed procedures for the disassembly operations. **12.4** If this deadline passes without action, the material will be deemed abandoned by the Exhibitor, and the Company is hereby expressly authorized to proceed with its removal, charging the defaulting Exhibitor for the related removal and storage expenses, without assuming any responsibility for the custody of said material and/or any damages suffered by it.

# Art. 13 - Official Catalog

**13.1** The Company shall, without assuming any further obligation towards the Exhibitor, produce a guide of the event serving as a catalog. The catalog contains the data that Exhibitors must provide to the Company using Form 2 included in this "Application for Participation."

**13.2** The Company is in no way responsible for any errors and omissions that may occur in the composition and the Catalog and for the non-inclusion of data relating to Exhibitors whose participation has not been finalized one month before the start of the event.

13.3 The Company reserves the right to modify, suppress, or group together the merchandise categories whenever it deems it appropriate and useful.

**13.4** The Company may, free of charge, undertake further advertising initiatives, in which it is hereby authorized to include the names of exhibiting companies and eventual co-exhibitors and represented companies with the Exhibitor's express consent to the processing and utilization of data for such advertising initiatives.

# Art. 14 - Advertising

**14.1** Free Advertising: Exhibitors are allowed to carry out free advertising, within the limits indicated in the previous Article 9, only if such advertising, due to its appearance and substance, does not directly compare with that of another Exhibitor and does not disturb others. Advertising for third parties, even within the limits of the exhibition area, is strictly prohibited.

**14.2** Paid Advertising: Advertising at the Fair based on specific tariffs may be carried out using advertising vehicles or in other forms that the Exhibitor may propose and directly request from the Company, awaiting approval. It cannot be displayed or executed except in the forms, quantities, measurements, and locations specifically requested and subsequently approved by the Company, and upon payment of the corresponding fee.

**14.3** Unauthorized Advertising: In case of advertising not provided for and in any case not authorized by the Company, or exceeding the limits of the authorization itself, the Company reserves the right to directly remove the artifacts, structures, or anything else, charging the defaulting party for the related expenses and/or applying the penalties provided for in the last paragraph of Article 20.

**14.4** It is understood, however, that the Company assumes no responsibility for any damage caused to the artifacts and structures during the removal operations.

**14.5** The Company reserves the right to produce or have produced films, photos, and/or recordings and to manage their reproduction and sale in Italy and abroad, with the express waiver of copyright by the Exhibitors and their express consent to the processing and utilization of data for such initiatives. **14.6** It is expressly agreed that any form of advertising is carried out at the exclusive initiative of the applicant and based on instructions provided by them, without the Company having the power or the simple faculty to control the advertising, neither in its graphic aspect nor in content. Therefore, the applicant for advertising expressly indemnifies and holds the Company harmless from any claim that may be made by third parties for violation of copyright, intellectual and industrial property rights in general, industrial and non-industrial secrets, and assumes the related costs of consultants that the Company may appoint to resist the claims of the injured third parties.

# Art. 15 - Services; Lighting; Fire Prevention

**15.1** The Company reserves the right to manage, regulate, or subcontract any service it deems appropriate to establish, setting the relevant rates and rules, which are intended to be mandatory for all Exhibitors.

**15.2** For paid services, the Company, in the interest of potential Exhibitors, has agreed on preferential rates with certain suppliers; services can be ordered through a dedicated web portal or specific forms, the access details of which will be communicated by the organizational secretariat of the event after the payment of the deposit.

**15.3** For services not included in the web portal or specific forms, the Company will communicate the official suppliers of SMART BUILDING LEVANTE to whom exhibitors can directly apply.

**15.4** In the event that the Exhibitor, for their needs, does not intend to use the suppliers mentioned in the previous paragraph, they must give prior notice to the Company. While the responsibility of the Exhibitor also extends to acts or deeds of their trusted suppliers, it is understood that they must adhere to the operational instructions of the Company, the provisions contained in the "Technical Regulations" referred to in the previous Article 8.4, and must safe-guard the image, including commercial, of the Company, the pavilion, and the aesthetic-functional uniformity of the setups. Therefore, in case of violation of what is provided here by the suppliers chosen by the exhibiting company, the Company - notwithstanding any compensation action - reserves the right to prohibit the access of the aforementioned supplier vehicles within the fairgrounds.

15.5 The Company provides for the general lighting of the pavilion allocated to the event.

**15.6** The pavilion reserved for the event is equipped with power outlets for connecting the installations of exhibiting companies. The related consumption and usage limits are included in the participation fee.

**15.7** Electrical powers exceeding those indicated in the registration fee article 4 must be requested in advance at the beginning of the setups through the web services portal or specific forms, and will be charged based on the rates therein.

**15.8** The Exhibitor is always responsible for any damages caused by their own installation, with the Company reserving the right to close the exhibition area in case of particular severity.

**15.9** For the purpose of a correct fire prevention policy, in the common interest of the exhibiting companies, the Company will provide each exhibiting company with a fire extinguisher for the duration of the event (as detailed in the previous Article 4 Registration Fee). This provision of fire extinguishers is mandatory for all exhibiting companies, and the related cost is included in the registration fee. At the end of the event, the Company will collect the extinguishers directly from the exhibitors' stands. The Exhibitor expressly acknowledges and accepts that, in case of non-return, the device will be charged.



# Art. 16 - Cleaning

16.1 The Company provides for the cleaning of the aisles and other common areas of the pavilions during the event and a basic daily service at the stand, as indicated in Article 4 "Registration Fee".

# Art. 17 - Surveillance and Insurance

17.1 The Company provides, solely in its own interest and for its own needs, a daytime and nighttime surveillance service, without assuming any responsibility for any theft or damage to the goods exhibited in the stands or otherwise located in the fairground during the setup, event, and dismantling phases.
17.2 The value of these goods must therefore be insured by each Exhibitor against "all" risks, including those associated with the infiltration of rainwater. The Company provides a third-party liability insurance and All Risk coverage as indicated in Article 4 Registration Fee (exhibitors are invited to consult the relevant policies contained in the specific appendix that will be sent by the organizational secretariat to all exhibitors after the submission of this Participation Form).

17.3 The Company expressly disclaims any liability for any damage suffered by the exhibited goods.

17.4 The aforementioned insurance coverage is mandatory and included in the registration fee (Article 4).

#### Art. 18 - Machinery in Operation

**18.1** For demonstration purposes and unless otherwise prohibited by the Company, exhibited machines may be operated according to a predetermined schedule, provided that their operation does not pose a danger or disturbance to anyone present, in any capacity, within the fairgrounds.

**18.2** Interested companies must therefore carry out the necessary checks in advance and comply with the current regulations, excluding, in this regard, any liability of the Company for direct or indirect damages to persons or property.

#### Art. 19 - Entrances and Hours

**19.1** The event, for the duration of its period, is reserved for sector operators according to the schedule that the Company reserves the right to establish and communicate promptly to the exhibiting companies.

19.2 Exhibitors undertake to man and activate their stands in strict compliance with the opening hours.

19.3 Likewise, exhibitors must ensure the closure of their stands, respecting, without any exceptions, the closing time to the public.

#### Art. 20 - General Prohibitions

20.1 It is absolutely prohibited for all exhibitors to:

a. wholly or partially assign the exhibition areas, even free of charge, without the express authorization of the Company;

b. display prices and conduct roaming displays of exhibited products;

c. attract the public with sound devices, music, etc., or with vocal means, and the presence of personnel in the aisles and common areas inviting people to enter the stand;

d. display products not listed in this "Participation Form" (see Form 2);

e. display, use, and distribute posters, leaflets, samples, brochures, and similar items that do not have a commercial nature but refer to economic-political programs or create competitive controversy with other exhibitors;

f. collect signatures, statements, and judgments;

g. distribute advertising flyers, samples, promotional items, or similar articles in the aisles of the pavilion, in the fairground avenues, and in the immediate vicinity of entrances and ticket offices;

h. engage in propaganda and judgments that may sound critical and offensive to political and social institutions of other countries;

i. allow even their employees to remain in the fairground or in the individual pavilion or sectors after the evening closure;

j. circulate and park vehicles of any kind in the fairground, except those expressly authorized or used for the supply of goods, within the limits of the appropriate provisions;

k. carry out advertising for third parties and advertising not previously authorized in writing;

I. advertise exhibition activities carried out in exhibition centers or commercial premises outside the fairground;

m. carry out practical demonstrations not specifically authorized upon prior request;

n. dismantle their setups and remove exhibited goods before the day and time established by the Company for the dismantling;

o. photograph, film, draw, or otherwise reproduce the exhibited products and goods, as well as the stalls hosting them, without the written authorization of the interested exhibitors and the Company;

p. make modifications to the structures and setups of the Company, or changes in color;

q. carry out work in the stand during public visiting hours;

r. apply stickers to any structure of the Company;

s. use advertising devices such as finish line banners;

t. the use, by installers and exhibitors, of halogen and incandescent lamps inside the exhibition spaces, with only the use of LED lamps or, alternatively, fluorescent lamps, with low thermal emission, being allowed.

**20.2** For any activity for which royalties are obligatorily due to S.I.A.E. (Italian Society of Authors and Publishers), the exhibitor must obtain prior authorization from the S.I.A.E. office in Bari that must be contacted directly by the exhibitor.

**20.3** Failure to comply with the above provisions constitutes a serious contractual breach, for which the Company is expressly authorized to apply penalties to defaulting exhibiting companies ranging from a minimum of  $\notin$  500.00 to a maximum of  $\notin$  2000.00 for each infraction, without prejudice to the compensability of further damages.

**20.4** Exhibitors undertake to accept any initiative the Company deems appropriate to undertake in order to ensure the proper conduct of the event, against the non-compliance with the aforementioned prohibitions.

**20.5** It is expressly agreed that the investigations carried out by the Company's personnel shall constitute full proof, provided they are countersigned by at least two exhibiting companies or two visitors, even in the absence of the signature of the Exhibitor to whom the violation is contested.

SMART BUILDING LEVANTE" is an event organized by Pentastudio Srl - Contrà Pedemuro S. Biagio 83, 36100 Vicenza - Italy Tel. +39 0444 543133 email: info@smartbuildinglevante.it - www.smartbuildinglevante.it Registro imprese Vicenza n. P.IVA e Cod. Fisc. 00272010240



20.6 If an Exhibitor is responsible for at least three infractions, even different ones, this will ipso facto result in the termination of the contract, with the obligation for the Exhibitor to immediately vacate their exhibition area, paying the entire due fee and subject to compensation for further damages.20.7 In case of violation of the prohibition referred to in point t), in addition to applying penalties against defaulting exhibitors, the Company will, at its own expense and at the exhibitor's expense, immediately interrupt the supply of electricity to any system that may pose a safety risk to people and property (risk of overheating and fire ignition) as well as in terms of thermal overload.

# Art. 21 - Modifications and Additions to the General Conditions of the Exhibition Contract; Non-fulfilment

**21.1** The Company reserves the right to establish - even in derogation of these General Conditions - any further rules and provisions that it deems appropriate to better regulate the Exhibition and the services pertaining thereto. Such rules and provisions shall have equivalent value to these General Terms and Conditions and are therefore equally binding. The Company's publications containing rules and provisions shall be deemed to be an integral part of these General Conditions for all purposes.

**21.2** The Company may have access and inspections carried out at the exhibition site to verify the Exhibitor's compliance with the conditions of participation.

**21.3** In the event of non-compliance with the provisions of these General Conditions, the Company reserves the right to proceed with the legal termination of the contract - with immediate closure of the stand, without any reimbursement of the fees paid - and/or not to accept the Participation Applications of defaulting companies at the subsequent editions of SMART BUILDING LEVANTE.

# Art. 22 - Force Majeure

22.1 In the event of force majeure and in any case for reasons beyond the Company's control, the date of the event may be changed or the event cancelled, without any compensation being due for any damage suffered.

**22. 2** The Exhibitor expressly accepts that if - as a consequence of any situation of danger in Italy for individual and/or collective public health - the Exhibition is cancelled because it is prohibited by orders of public authorities and, in such a case, the Exhibitor is unable to participate, the Company shall only be entitled to retain the registration fee paid as compensation, as well as an amount equal to 10% of the total sum due by the Exhibitor for its participation in the Exhibition, while any excess shall be returned to the Exhibitor, it being understood that nothing else shall be due to the latter for any reason whatsoever (indemnity, reimbursement of expenses, compensation for damages). This remains valid also in the event of cancellation of the Exhibition due to other causes of force majeure.

# Art. 23 - Form; Contractual Documents; Complaints

23.1 The written form is the only form permitted for the Exhibition Contract, for any variation to its content and for any communication concerning it.23.2 The only contractual documents valid are those prepared by the Company, i.e. the "Application Form" with this section "Exhibition Contract - General Regulations", the "Service Requests" made via the relevant web platform or specific forms, the Technical Regulations and related documents.

23.3 No conditions, changes or erasures may be placed on the documents referred to in item

23.2. 23.4 Any complaints must be submitted in writing to the Company, in any case, within and no later than the essential time limit of three days from the date of the event.

# Art. 24 - Legal Domicile; Place of Jurisdiction

24.1 For the duration of the event, the Exhibitor elects its legal domicile at its registered office as shown on the Chamber of Commerce certificate that the exhibiting company undertakes to send;

**24.2** The Court of Vicenza shall have exclusive jurisdiction for any dispute, with the exclusion of any and all other competent courts, and this also for actions of a pre or extra-contractual nature and in any case connected with what is regulated herein.

#### Art. 25 - Protection of Industrial and Intellectual Property Rights

The Exhibitor undertakes: a) not to exhibit any product which has been found to be in breach of one or more regulations protecting intellectual or industrial property rights or in any case rights belonging to the legitimate owner, who is not the exhibitor concerned; and b) in any case not to exhibit prototypes and/or objects bearing intellectual or industrial property rights, companies, signs, company names or any other identifying element for which they do not have full ownership and/or a licence to use and/or exploitation rights. By signing the Application Form, the Exhibitor assumes all criminal and civil liability in relation to what is displayed on his stand, including the company name and business name or any other identifying element - at the same time relieving Pentastudio and its associated companies - should other parties claim industrial and/or intellectual property or other rights on what is displayed. The Exhibitor also assumes the burden of verifying whether their rights are infringed by other Exhibitors during the Exhibition and undertakes not to have any claim against Pentastudio and its associated companies for any damage caused by the violation of the provisions of this paragraph or in any case by

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Date\_

\_Company stamp and signature of the legal representative

violations of his rights committed by other Exhibitors, from the moment they sign these regulations.



# **Participation Terms and Conditions**

According to articles 1341 and following of the Civil Code, after careful reading, being aware of the content of each clause in this exhibition contract, I expressly approve specifically the following articles:

1.1 Venue and date of the event 1.2 Possibility of period variation 2.3 Allowed products 2.4 Evaluation of the Participation Form 3.1 Participation Form requirements 3.2 Irrevocability of the proposal 3.3 Right to vary the proposed conditions 3.4 Co-exhibitors 3.5 Representatives 3.6 Identification of the origin of the products 4.1 Registration fee for exhibiting company, Co-exhibitor registration fee and Registration of Represented Companies 4.2 Participation confirmation and Participation fee 5.1 Participation fee 6.1 Exhibitable goods and services 6.2 Right to remove non-compliant products 6.3 Right to variation before sending the floor plan 6.4, 6.5 Communications regarding the floor plan 6.6 Right to variation after sending the floor plan and right of withdrawal 6.7 Prohibition of assignment 7.1 Balance of the Participation fee and essential term 7.2 Contract resolution and damages compensation 7.3 Waiver of participation and consequences 8.1 Obligation to set up stalls 8.2 Failure to timely occupy and/or set up the stall 8.3 Exhibitor's responsibility for their stall 8.4 Obligation to comply with the Technical Regulation of the event 9.2 Special setups 9.3 Company's exemption from liability for damages resulting from setups 9.4 Obligations in setting up 9.5 Prohibition and right to remove advertising banners 10.1 Obligation to return 10.2 Damage to the stall and compensation 11.1 Real guarantee and right of retention 11.3 Removal of exhibitor's goods 11.4 Sale of exhibitor's goods in storage 12.1 Goods handling 12.2 Removal of goods at the end of the event 12.3 Dismantling 12.4 Forced removal of materials 13.2 Catalogue and liability waiver 13.3 Right to modify the catalogue 13.4 Authorization for advertising initiatives 14.3 Advertising removal 14.4 Company's exemption from liability for the removal of advertising structures 14.5 Consent to data processing for videos/photos/recordings 14.6 Company's exemption from liability for the contents of advertisements 15.1 Service contract 15.4 Obligations for contractors chosen by the exhibitor 15.7 Billing for extraordinary electricity consumption 15.8 Exhibitor's responsibility 15.9 Fire prevention obligations 17.1 Characteristics of security service 17.2 Obligation of exhibited goods insurance 17.3 Liability waiver 17.4 Insurance obligations 18.1 Machinery in operation 18.2 Liability waiver 19.1 Entrances 19.2 Obligation to respect opening hours 19.3 Obligation to respect closing hours 20.1 General prohibitions 20.3 Penalty for non-compliance 20.4 Obligation to comply 20.5 Proof of non-compliance 20.6 Serious non-compliance 20.7 Interruption of power supply 21.1 Changes and additions to the General Terms of the Contract 21.2 Right of inspection 21.3 Resolution 22.1 Force majeure 22.2 Event cancellation 23.1 Contract form 23.2 Contractual documents 23.3 Complaint form 24.1 Legal domicile 24.2 Competent jurisdiction Art. 25 Protection of Industrial and Intellectual Property Rights

#### **Privacy Notice**

Under Legislative Decree 196/03 regarding the "Protection of individuals and other subjects with regard to the processing of personal data and subsequent amendments and integrations including the GDPR," the Company, as the "data controller," is required to provide certain information regarding the use of personal data and the purposes of their processing. Personal data is processed within the normal institutional activity of the Company, for the following purposes:

a) Purposes strictly connected and instrumental to the management of relationships with customers (e.g., acquisition of data preliminary to the conclusion of a contract; execution of operations and services based on the obligations arising from the concluded contract, etc.).

b) Purposes functional to the development of the Company's activity, for which the data subject has the option to express consent or not. This category includes the following activities:

Sending customers information or advertising material concerning the event and events/activities organized by the Company;

Verifying customer satisfaction levels, also through post-event questionnaires;

c) Purposes related to obligations provided for by laws, regulations, EU regulations, as well as provisions issued by authorized authorities (e.g., tax regulations, statistics, etc.).

#### **Processing Methods**

The processing of personal data takes place using manual, computerized, and telematic tools, with logic strictly related to the aforementioned purposes and, in any case, in such a way as to guarantee the security of the data.

#### Scope of Dissemination

The Company will, in accordance with what is expressly provided for in the General Conditions of the Exhibition Contract, include company data in the Official Catalog of the event, both in paper and digital versions, which will have national and international dissemination. The data provided by exhibitors may be disseminated by the Company by inserting them into computerized, including multimedia, media, which will allow Visitors and Exhibitors of the event to learn about the activities carried out by said Exhibitors and to identify the position of the stands.

# Categories of Subjects to Whom Data May be Disclosed

#### For the performance of its activities, the Company also engages with:

# "Nuova Fiera del Levante" trade fair venue

External Companies/Enterprises/Organizations: These entities perform activities closely related and instrumental to managing relationships between the Company and the client. The data processing carried out by these subjects serves the following purposes:

a) Provision of services related to participation in the exhibition (technical, logistical, insurance services, etc.);

b) Realization of the trade fair catalog;

c) Sending communications to the clientele.

Consequently, without the data subject's consent to the disclosure of data to these entities and the related processing, the Company can only proceed with those services that do not require the communication of personal data to third parties.



External Companies/Enterprises/Organizations: These entities perform activities functional to those of the Company. The data processing carried out by these subjects serves the following purposes:

a) Conducting market research on representative samples of the clientele on behalf of the Company;

b) Sending communications, information, and advertising material concerning the exhibition and events/activities organized by the Company or by third parties with whom the Company has entered into specific agreements for this purpose;

c) Companies or organizations that, on behalf of the Company, as agents, procurers, or similar figures, promote the acquisition of Visitors and Exhibitors to the exhibition, events/activities organized by the Company.

# Rights provided by Article 13 of Legislative Decree 196/03 and subsequent amendments

We inform you that Article 13 of the aforementioned Law allows the exercise of specific rights. In particular, the data subject can obtain from the data controller confirmation of the existence or otherwise of their personal data and that such data are made available to them in an intelligible form. The data subject may also request to know the origin of the data as well as the logic and purpose on which the processing is based; to obtain the erasure, anonymization, or blocking of data processed unlawfully, as well as the updating, rectification, or, if interested, integration of data; to object, for legitimate reasons, to the processing itself.

#### For further information, you can contact:

Pentastudio S.r.l. Legal and operational headquarters: Contrà Pedemuro San Biagio 83, 36100 Vicenza, Italy which, for the purposes of the aforementioned Legislative Decree 196/03, is the Data Controller.

In relation to the information provided to us pursuant to Legislative Decree 196/03 and subsequent amendments, we express our consent to the communication of data to external companies/enterprises/organizations that provide services related to participation in the exhibition (technical, logistical, insurance services, etc.); to the creation of the Official Catalog of the exhibition subject of this application; to the sending of communications to the clientele; to the dissemination of data through publication in the "Official Catalog" of the exhibition and as provided for in the General Conditions of the Exhibition Contract, as well as by inserting them on computer, including multimedia, media; to the sending of communications, information, and advertising material concerning the exhibition organized by the Company or by third parties with whom the Company has entered into specific agreements for this purpose.

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Date\_\_\_\_\_Company stamp and signature of the legal representative \_