

# Exhibition Space Application Contract



Please enter details or attach business card: If invoice address is different from below, please provide details in 'Notes' section

First Name: .....  
 Last Name: .....  
 Job Title: .....  
 Company: .....  
 Address: .....  
 Town/City: ..... Post code: .....  
 Country: .....  
 Tel: ..... Fax: .....  
 e-mail: .....  
 Company VAT number: ..... e-invoicing SDI unique code .....

PROMOBERG



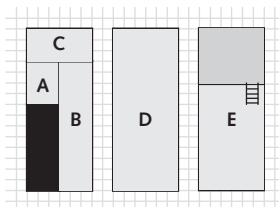
5th International Exhibition and Conference  
 on Valve and Flow Control Technologies  
 15 – 16 May 2024  
 Bergamo Exhibition Centre  
 Bergamo, Italy  
 www.industrialvalvesummit.com

I would like to book the following: (please tick all appropriate boxes)

- SPACE ONLY** (Minimum 16 sq.m.) ..... sq.m. @ € 335 = .....  
 Includes: space, aisle cleaning and pavilion security.
- EQUIPPED SPACE** (Minimum 16 sq.m.) ..... sq.m. @ € 430 = .....  
 Includes: dividing fireproof wood walls h300 cm (4 colours combination), frontal banner, label with the exhibitor name, fireproof moquette, spotlights 150 watt - 4 each 16sq.m, multiple socket, box (1x1m), furniture set (table, desk reception, 3 chairs, paper basket and coat rack).

### Stand Configuration:

- A – inline** (open to 1 aisle) no surcharge  
 **B – corner** (open to 2 aisles – min 32 m<sup>2</sup>) + 15% on space rate  
 **C – peninsular** (open to 3 aisles – min 48 m<sup>2</sup>) + 20% on space rate  
 **D – island** (open to 4 aisles – min 80 m<sup>2</sup>) + 30% on space rate  
 **E – double-decker** (by request only) + 40% of space covered



- REGISTRATION AND ADMINISTRATION FEE** (compulsory) = ..... € 500.....  
 Includes: electrical power 3 kw included, wi-fi connection, general exhibition advertising, inclusion in the printed Exhibitors Catalogue and in the on-line version, exhibitors' electrical systems inspection, equipment materials inspection, fire surveillance, general night and daytime surveillance, cleaning of common areas (no stand), municipal advertising tax, SIAE fees for the only diffusion with mechanical instruments, stand photo's report.

- STAND SHARING COMPANIES** ..... companies @ € 500 = .....  
 NOTE: The applicant must provide Organizer with the name of each stand sharer no later than 23rd February 2024. Includes: Administration, listing & description in Exhibition Catalogue (per company), our public liability insurance.

SUB-TOTAL = .....

+VAT @ 22% = .....

**TOTAL COST** = .....

Please send me further details about: (please tick all appropriate boxes)

- Event sponsorship  Event Guide advertising  Custom-build stand service

NOTE:	PAYMENT SCHEDULE: 50% with Application Contract 50% by the 15th February 2024	BANK DETAILS: Bank: BPER BANCA Account Name: PROMOBERG srl Account Number: 42566239 IBAN IT 70 C 05387 11111 000042566239 BIC / SWIFT Code BPMOIT22XXX
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We hereby confirm our participation in the IndustrialValveSummit 2024 and we confirm that we have been supplied with the Terms and Conditions, which form part of this contract. We have read the Terms and Conditions and confirm our acceptance of these. By signing this contract the applicant accepts all the conditions laid down in the General Rules and in the Exhibitors Notebook.

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

Print Name: ..... Authorised Signature:.....  
 Position: ..... Date:.....

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

PLEASE COMPLETE AND RETURN SIGNED APPLICATION FORLM (INCLUDING TERMS AND CONDITIONS) TO:

**PROMOBERG**  
 PROMOBERG srl  
 Via Lunga c/o Fiera Bergamo, 24125 Bergamo, Italy  
 Tel: +39 035 323 0911 – E-Mail: info@industrialvalvesummit.com

# EXHIBITION SPACE APPLICATION CONTRACT

## TERMS AND CONDITIONS

### AIMS OF THE SHOW

**Art. 1.- IVS – Industrial Valve Summit** – (from now on the **Show**) is a biennial international exhibition, a technical and scientific symposium on industrial valves and their supply chain, with a special focus areas with respect to power and oil & gas applications.

### SHOW ORGANIZERS

**Art. 2.-** The Show is organized by Promoberg srl and Confindustria Bergamo (from now on the **Organizers**). Promoberg srl with registered office at 137, Via Borgo Palazzo, Bergamo and administrative offices in Via Lunga, at the Bergamo Exhibition Centre - tel. +39 035 3230911 - url [www.promoberg.it](http://www.promoberg.it) - e-mail: [info@promoberg.it](mailto:info@promoberg.it).

**Art. 3.-** The Show will take place at the Bergamo Exhibition Centre, Via Lunga, Bergamo, from Wednesday May 15th to Thursday 16th May, 2024 from 10.00 a.m. to 6.00 p.m.

The Organizers reserve the unquestionable right to change the period of development of the Show, its duration, as well as the dates and times of openings and closings of the same, without the Exhibitors and/or third parties having any right to reimbursement or compensation.

**Art. 4.-** The visitors are professionals, they will be able to access to the exhibition halls at scheduled times after pre-registration online or at the ticket office. Within the limits of the existing rules the Organizers may issue invitations tickets to be distributed according to their unquestionable programs. Visitors are prohibited from distributing propaganda and selling goods. In case of violation of these rules, the Organizers reserve the right to remove offenders from the fair in order to safeguard the smooth running of the event and to protect the Exhibitors from unfair competition. The Organizers may grant exceptions to this prohibition only for activities of nonprofit and philanthropic interests.

**Art. 5.-** The organization procedures of exhibitions are compliant with the provisions laid down in Lombardy Regional Law No. 6/2010, and later amendments and additions, and are integrated by the «Terms and Conditions» and by the Exhibitors Notebook.

### EXHIBITION ADMISSION CONDITIONS

**Art. 6.-** In order to ensure the compliance with the obligations submitted with the present Participation Contract, the exhibitor shall pay a deposit of **50% of the total amount with the submission act**. The balance has to be paid **before February 15th 2024**. The Organizers reserve the right to terminate the contract if the total amount is not correctly paid. Organizers won't pay any indemnity and/or compensation. The Organizers will communicate by register letter with return receipt or PEC the will of nullify the contract.

**Art. 7.-** The exhibitor is required to produce a document attesting the update registration of his company issued by the relevant national authority (for Italy is C.C.I.A.A.).

N.B. If changes in the name of the company, seat, legal representative, etc. occur after the date of submission of the certificate, the Exhibitor is required to produce a new updated certificate.

**Art. 8.-** The Participation Contract, presented by represented, dealers or agents, shall disclose the represented company and its seat, and shall be attached to a document attesting the existence of the mandatory relationship. If represented, dealers or agents take part to the exhibition without being authorised by the respective companies, they agree to be directly committed with the Organizers who reserves the right to accept their Participation Contract and/or their presence in the Show.

### PARTICIPATION RATES

**Art. 9.-** Participation rates are the following:

- **Inscription Fee** € 500,00

Includes: electrical power 3 kW included - wi-fi connection, general exhibition advertising, inclusion in the printed Exhibitors Catalogue and in the on-line version, Exhibitors' electrical systems inspection, equipment materials inspection, fire surveillance, general night and daytime surveillance, cleaning of common areas, (cleaning service of the exhibition space is not included) municipal advertising tax, SIAE fees for the only diffusion with mechanical instruments – stand photo's report.

- **Space Only** € 335,00/sq.m

The exhibition space is available with standard modules of 16 sq.m. (4m x 4m) not equipped. The layout of the exhibition space is required. The exhibitor is free to choose an external supplies or one of the suppliers affiliated to the Fair. The Exhibitor can book one or more stands depending on the availability of space.

### ADDITIONAL SERVICES RATES:

- **Stand equipment** € 95,00/sq.m

Includes: dividing fireproof wood walls h300 cm (4 colours combination), frontal banner, label with the exhibitor name, fireproof moquette, halogen spotlights 150 watt - 4 each 16 sq.m, multiple socket, box (1x1m), furniture set (table, desk reception, 3 chairs, paper basket and coat rack).

- **Open aisles addition rate** (percentage on space only)

- open to 2 aisles +15%
- open to 3 aisles +20%
- open to 4 aisles +30%
- double - decker +40%

- **Additional electrical power, (3 kw already included) from 4 to 9 kW, each kW** € 60,00

- **Additional electrical power from 10 to 14 kW, each kW** € 50,00

- **Air connection** € 150,00

- **Water connection** € 100,00

Requests to activate these services must be received by the Organizers within March 15th, 2024, in accordance with the indications provided in the IVS technical regulation.

### OFFICIAL EXHIBITORS CATALOGUE

**Art. 10.-** The Organizers will print and distribute the «Official Exhibitors Catalogue» both directly and through a special agency or authorized company. The data therein will be taken from the online form, the same used for the entry pass by following the steps that will be announced together with the notification of the exhibition space. The Organizers decline all responsibility for any mistakes or omissions which may occur when filling in the «Official Exhibitors Catalogue» and reserves the right to edit, eliminate or group together subscriptions every time.

### CLEANING OF COMMON AREAS

**Art. 11.-** Organizers will collect and dispose waste in passageways and common areas. Concerning this, however, the Exhibitor, who are responsible for cleaning the spaces exclusively assigned to them, are strictly obliged not to worsen the already time-consuming task by depositing waste and packaging in the common areas. Collection, holding, transport, storage and disposal of waste shall be carried out in compliance with Italian legislative decree 152/2006 and later amendments and additions.

In case of non-compliance with this rule, the Exhibitor will be charged a fine of € 500.00 except for compensation of major damage.

### INFORMATION SERVICE

**Art. 12.-** There is a special reception service at the entrance of Bergamo Exhibition Centre where visitors may find information about the location of single stands, the exhibiting companies, the exhibition opening time and about anything else which may be useful for the success of the Show.

### ENTRY PASS FOR EXHIBITORS AND VISITORS ENTRY TICKETS

**Art. 13.-** Every exhibitor will receive **n. 3 exhibitor badges and n. 2 car pass for the first exhibiting module (16 sq. m), in addition to 1 for each additional module.**

The exhibitor pass is nominal, and is available for the entry of one person. It can also be used during the construction and dismantlement, it also allows the entry before the opening of the Exhibition, at time specified on the same.

The accreditation online is required to obtain exhibitor badges and car pass by following the steps that will be announced together with the notification of the exhibition space. Pass equipment and dismantlement: Exhibition Center access is regulated and controlled, so the same procedure as in the previous section allows to authorize the access to Exhibition Center for suppliers and employees will be working at the Fair only for the operational phases pre/post-event. It should be noted that the number of passes for setting up and dismantlement is not subject to constraint number and that all persons who access must first be accredited.

**Art. 14.-** Exhibitor will receive a number of tickets in proportion to the exhibiting space.

### ADVERTISING

**Art. 15.-** In addition to the advertising guaranteed to each exhibitor in the Official Exhibitors Catalogue, the Organizers will implement an advertising campaign which aims to publicize the Show in the near of the exhibition centre. Any exhibitor who wish to adopt independent forms of advertising to publicize its company or its products, may contact the Organizers or the advertising agency indicated by him, in order to promote his image, upon payment. Concerning this, the Exhibitor may not use spaces different from those assigned to them for their own advertising without permission of the Organizers. Exhibitors must pay all advertising fees, SIAE copyrights included, with the exclusion of those for the diffusion with mechanical instruments. **No handwritten bills may be posted.** The exhibitor undertakes to hold the Organizers harmless concerning every kind of advertising activities.

**Art. 16.-** The Organizers have sole property rights to the trademarks and name of the Show in all its adaptations, abbreviations and acronyms and does not grant anyone right of use them without its prior consent.

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

### STAND ASSIGNMENT

**Art. 18.-** STANDS WILL BE ASSIGNED ACCORDING TO THE UNQUESTIONABLE DECISION OF THE ORGANIZERS WITHIN THE LIMITS OF THE SPACE AVAILABLE, BEARING IN MIND ORGANIZERS AND SAFETY REQUIREMENTS AND THE AIM OF THE SHOW. For technical or any other requirements, the Organizers reserve the right to change the location of a space already assigned, to increase or decrease its size and/or to make any changes to the already assigned area it considers necessary at any time, even after sending the invoice-confirmation or during the fitting of stands. The above does not give the assignee any right to claim damages, indemnity or compensation of any sort for any reason. In any case, the Exhibitor is obliged to pay for the area actually assigned.

**Art. 19.-** Assignment or subletting of car parking, even if temporary, are strictly forbidden. Exhibitors taking part in the Show may not play host - even for free - to companies or articles which are not included in the list specified in the Participation Contract or which the exhibitor is not authorized to sell. All forms of advertising on behalf of other companies is likewise forbidden.

**Art. 20.-** In the case of particular negligence in the surveillance of their own exhibiting spaces, the Exhibitor can lose the assigned stand according to the Organizers' discretion.

### STAND EQUIPMENT

**Art. 21.-** All Exhibitors must present the Organizers the project of the stand fitting within 1st March 2024, regardless from the high development and from the structures used. In the case of rental of the fitting by the official supplier of the Show, the Exhibitor will be responsible for this.

**The fitting of the stand > 40 sq.m. may start on Wednesday 8th till Monday 13th May, 2024 from 8.00 a.m. to 8.00 p.m. On Tuesday May 14th from 8.00 a.m. to 12.00 a.m. only Exhibitors will be allowed to access to the halls. Stands which are not taken up by their legitimate assignees by 8.00 p.m. on Friday 10th May, 2024 will be assumed to be abandoned and the Organizers may assign them to other Exhibitors without any refund of the amounts paid in advance by the defaulter being due. In this case the exhibitor is obliged to pay the Organizers for any additional services already requested. For Exhibitors who required a standard equipped stand, this will be delivered on Monday 13th from 8.00 a.m to 8.00 p.m.**

Exhibitors must report, before the beginning of the Show, the need to supply electricity during the night for the maintenance of goods. In any case the Organizers doesn't assume any liability for loss or deteriorations of goods.

**Art. 22.-** The Exhibitor must fit out the assigned areas in the most practical and adequate way possible. The Organizers reserve the right to order the exhibitor to make any modifications at the exhibitor's own expense which, in the Organizers' unquestionable opinion, are necessary for the purpose, as well as all technical modifications required to guarantee compliance with hygiene, accessibility and safety laws. It is understood that the exhibitor is entirely liable for the statics of the fittings. Upon signing this contract, the exhibitor undertakes to hold the Organizers harmless and indemnify him for any claims for damage caused to the Exhibitors himself, the Organizers or to third parties due to faults in the fittings.

**Art. 23.-** Holes cannot be drilled in the walls and/or floor for any reason. **PENALTY CLAUSE:** if Exhibitors fail to comply with the provision above, they are obliged to pay a € 500.00 penalty. If the damage caused amounts to a greater sum, the Organizers are entitled to charge that sum. When Exhibitors take up the assigned exhibition space they must check the integrity of the structures (both fixed and otherwise) entrusted to their care. If they notice that the structures are even only slightly damaged during the check, they must report it immediately to the Organizers.

**Art. 24.-** ALL MATERIALS USED TO FIT THE EXHIBITION SPACES (PARTITIONS, BACKDROPS, VARIOUS STRUCTURES, PLATFORMS, COVERINGS, FABRICS, FITTED CARPETS, CURTAINS, ETC.) MUST BE COMPLIANT WITH THE FIRE REACTION CLASS LAID DOWN BY LAW FOR PUBLIC ENTERTAINMENT PREMISES AND CERTIFIED ON THE BASIS OF THE PROCEDURES AND TESTS LAID DOWN BY THE ITALIAN MINISTRY OF THE INTERIOR. THEREFORE ONLY FIREPROOF MATERIALS OR MATERIALS BELONGING TO THE FIRE REACTION CLASS LAID DOWN IN THE D.O.s OF 6 JULY 1983, 26 JUNE 1984 MAY BE USED TO FIT THE STANDS. The exhibitor is obliged to give the Organizers a copy of the approval certificate issued by the Ministry of the Interior (certifying the reaction to fire classes of the materials used) and a declaration certifying conformity with the aforementioned certificates. In particular, materials susceptible to catching fire on both faces and floor and/or wall covering materials must be fireproof or have class 1 reaction to fire. Failure to comply with the above instructions and those on the subject shown in these general rules and regulations may lead to precautionary measures entailing an injunction to dismantle the stand or declaration of non-safety of the stand itself. N.B. Approval certificates which do not comply with D.O. No. 48 of 26th June 1984 and subsequently modifications are not valid.

**Art. 25.-** Pursuant to Italian Legislative Decree N° 81/08 and later amendments and additions, the exhibitor declares that he knows and undertakes to take all general measures to protect the health and safety of the workers employed at the stand or that of self-employed workers who he may call upon to work on the stand. The exhibitor declares that he has read the document of risks' evaluation prepared by the Organizers that is included in the Exhibitors Notebook, attached to the present general rules document and available on the website [www.promoberg.it](http://www.promoberg.it). He likewise declares that he is acquainted with the risks specifically connected with work inside the trade fair centre. In particular, he declares that he knows about the problems and/or requirements regarding plant engineering aspects, specific technical aspects, accesses, road network and logistics inside the trade fair centre, and instructions in the event of fire or danger.

The exhibitor is obliged to inform the Organizers about specific risks of his own business activity, if they are not yet included in those evaluated by the Organizers.

In any case, the exhibitor is obliged:

- to communicate to anyone who is in the exhibition space assigned to him, safety and health risks that they can be exposed to by working in the trade fair centre.
- to communicate to anyone who is in the exhibition space assigned to him, interference risks with activities of other companies that are working at the same time in the trade fair centre. Possible risks coming from interferences not evaluated as standard ones by the Organizers, will be communicated by integrative correspondence.
- to check the technical-professional aptitude of companies and self-employed workers that he could call in order to work at his stand.

In particular all the Exhibitors must comply with the fire-prevention conduct shown below. (D.O. of 10 March 1998. appendix VII – point 7.2)

All exhibitors must be acquainted with the evacuation regulations in force inside the trade fair centre and in particular they must inform the Organizers of the following faults:

- malfunction of the electrical switchboard assigned to them;
- damage to the fire-fighting equipment or active and passive protection;
- presence of waste materials near the escape routes;
- failure to comply with the no smoking restriction;

In conditions of emergency they must:

- implement the evacuation procedures in force without causing panic or hampering the operations of the internal or external emergency teams
- abstain from embarking upon rescue operations without being authorized to do so or without being able to carry them through, thus endangering their safety and that of others.

Subsequently modifications are not valid.

## ELECTRICAL SUPPLY

**Art. 26.-** Electrical systems must be installed by single exhibitors in compliance with rules contained into the L. 186/68, DM n. 37 del 22/01/08, CEI 64/08 and CEI 64/08 sec. 711 and in accordance with all the legal provisions in force when the work is carried out. It is not permitted to build electrical systems with extension cords from the outlet provided by the Organizers, electrical systems must be calculated and designed by a competent technician, moreover, the joints where designed must be contained in a closed box or made with specific sockets, in compliance with standards. THE EXHIBITOR MUST PROVIDE THE ORGANISERS WITH A COPY OF THE DECLARATION OF CONFORMITY OF THE SYSTEM TO THE REGULATIONS IN FORCE PURSUANT TO DM 37/08 AT THE TIME OF INSTALLATION AND IN ANY CASE BEFORE THE START OF THE EVENT. The Exhibitor is in any case solely responsible for its own electrical system and hereby releases the Organizers from all liability in this regard.

**Art. 27.-** The Exhibitor authorizes the Organizers to have their electrical system inspected by an appointed professional electrician and agrees to comply with any instructions from the Organizers. The Exhibitor also undertakes not to make any changes after the inspection, this freeing the Organizers from all liability.

## SURVEILLANCE AND DAMAGES

**Art. 28.-** The Organizers do assume any liability about the custody of exhibitors products and fitting materials and declines all and any responsibility for the risk of theft and damage to the exhibitors' goods. The Organizers invite therefore exhibitors to stipulate theft insurance.

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

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

## SAFETY PROVISIONS

**Art. 31.-** The Exhibitor undertake to carry out all works which become necessary in order to ensure the safety of their stands under their own responsibility and at their own expense according to the terms and methods laid down by the Organizers. If the Exhibitor do not comply with these provisions, he will be immediately turned away from the Show, without any refund being due.

## RESTRICTIONS

**Art. 32.-** Without prejudice to the other restrictions in these general rules, the Exhibitor is absolutely forbidden to:

- a) park motor vehicles in the trade fair centre outside the specific parking areas;
- b) obstruct walkways, areas reserved for the passage of emergency vehicles and access to emergency exits in any way, either inside or outside the trade fair;
- c) introduce goods of any nature during the opening time of the Show;
- d) deposit any kind of material outside their assigned area;
- e) distribute printed matter, pamphlets and any other kind of advertising material outside their own stand;
- f) dismantle their stand and remove exhibited articles on the last day the Show is open;
- g) carry out adjustments to their area during the hours the Show is open to the public;
- h) light fires, introduce explosive material, liquid gas cylinders or harmful products, as well as foul smelling products or products which may harm or bother third parties.
- i) SMOKING IS STRICTLY FORBIDDEN INSIDE THE TRADE FAIR (article 51, law N° 3 of January 16th, 2003).

## MOVING MACHINERY

**Art. 33.-** The machines exhibited and those used to fit out the stands may only be used during the pre-established times and upon written authorization by the Organizers. Authorization is granted according to the Organizers unquestionable opinion and does not entail the assumption of any responsibility by the Organizers. When Exhibitors start up machinery, they must comply meticulously with the instructions given by the Organising secretary, as well as the provisions laid down by law and regulations on the subject; in particular, Exhibitors must be insured against accidents and third-party liability and use all devices and implement all procedures to prevent accidents and fire, as well as to reduce noise, eliminate bad smells and avoid the emission of gases and liquids. In any case, machines and accessories must not be dangerous or cause annoyance.

Machines and vehicles must not be exhibited with fuel in their tanks, and batteries must not be recharged inside the pavilions. Battery terminals must be disconnected while they are inside the exhibition space. The Organizers reserve the right to interrupt the use of the machines at any time if they cause disturbance, provoke technical problems or create even only a risk of danger to things or persons.

The Exhibitor exempt the Organizers from all liability for any damage caused by the use of machines and undertake to keep it totally unharmed by all and any sums he may be forced to pay for damage caused by himself to persons and/or things.

## DISMANTLEMENT AND EXIT PASSES

**Art. 34.-** Small exhibited articles may be taken away from 6.30 p.m. to 9.00 p.m. on Thursday, May 16th, the last day of the Show (Operators to dismantlement will be NOT allowed access to the halls); whereas systems and fittings must be dismantled on Friday May 17th and Saturday May 18th 2024 from 8.00 a.m. to 8.00 p.m. It is in any case possible for the Organizers to give instructions different from those above. The Organizers do not assume any liability for goods and materials which are not picked up within the deadline laid down, and any thing else left in the trade fair, and reserves the right to remove them and place them in a warehouse, without any responsibility and at the expense of the defaulting exhibitor.

**PAYMENT AND GUARANTEE**

**Art. 35.- Exhibitors must pay the amount agreed on the «Participation contract» within February 15th, 2024; the Exhibitor must also pay the cost for additional services within April 8th, 2024;** in order to ensure payment, the exhibitor grants the Organizers wide powers to hold back the articles exhibited by them. Late payments will be subject to interest at the rate laid down in article 5 of Italian legislative decree No. 231/02.

**REFUND**

**Art. 36.-** The Exhibitor has the right to reimbursement of the entire fee paid only in the event of failure to put on the Show due to fraudulent conduct of Organizers, but no claim for compensation for damages may be made for any reason by the Exhibitor, assignors or assignees and/or third parties.

No liability and no refund and/or compensation are due in the event of failure to put on the Show due to culpable deeds, even if these are attributable to the Organizers, or due to any other reason which depends on third parties or force majeure.

If the Show is suspended or interrupted after opening due to unforeseen or unforeseeable events of any type or nature, the Exhibitor or their assignors and/or assignees cannot claim compensation for damage or reimbursement of the expenses incurred for renting or fitting out stands, for the transport of materials and people and/or for any other reason.

**WITHDRAWAL**

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

The Exhibitor who wish to give up on the space already assigned for unexpected reasons, must inform the Organizers in writing by registered letter with return receipt or certified mail (PEC) at least by the date of the February 15th, 2024 (the letter must be sent to: Promoberg, via Lunga s.n. 24125 Bergamo, Italy – amministrazione@pec.promoberg.it).

In this case, the Organizers are entitled to hold the amount the Exhibitor has already paid as deposit, as compensation for exercising the right of withdrawal. **In the event of failure to pay the deposit, the Exhibitor must pay the sum corresponding to 50% of the total amount agreed in the Participation Contract, as compensation for exercising the right of withdrawal.**

If the withdrawal request arrives after this deadline the exhibitor is in any case obliged to pay the entire amount still due, included the costs for additional services already started up in his exhibiting area.

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

**SOLVE ET REPETE**

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

**EXCLUSION FROM THE SHOW**

**Art. 39.-** In the event of breach - even only partial - of a rule contained in these «Terms and Conditions», the Organizers reserve the right to exclude the non-compliant exhibitor from the Show immediately. In this case, no refund will be due to the exhibitor.

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

**GENERAL PROVISIONS**

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

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

**Art. 42.-** Organizers reserve the right to establish any instructions and regulations they see fit in order to regulate the Show and relevant services better, also as exceptions to these «Terms and Conditions». These additional instructions and regulations have the same validity as the «Terms and Conditions» and therefore have the same characteristics of compulsoriness.

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

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

By signing these Participation Regulations, the Exhibitor declares to have taken note of the privacy policy published at: [http://file.bergamofiera.it/PromoBerg/2018/Documenti- Privacy/espositori/INFORMATIVA\\_ESPOSITORI.pdf](http://file.bergamofiera.it/PromoBerg/2018/Documenti-Privacy/espositori/INFORMATIVA_ESPOSITORI.pdf),

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

The Exhibitor

The Legal Representative (Stamp and Signature) .....

**Important:** Please sign and return to PROMOBERG srl together with your Space Application Contract.

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

Stamp and Signature .....

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

Stamp and Signature .....

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