

GENERAL CONDITIONS FOR PARTICIPATION IN THE FIERA val:ue Milan

SECTION I. – GENERAL RULES – APPLICABILITY OF THESE GENERAL CONDITIONS

- 1.1. These general terms and conditions (the “**General Conditions**”) apply to all contracts for the sale of exhibition spaces (the “**Spaces**”) and visibility services (the “**Visibility Services**”) within The MALL Exhibition Centre, Piazza Lina Bo Bardi, 20121 Milan (MI) carried out by Messe Frankfurt Italia s.r.l., with registered office in Corso Sempione, 68 20154 Milan – Italy (“**MFI**” or the “**Organiser**”) in favour of exhibitors interested in purchasing exhibition space within the val:ue Milan Fair (hereinafter “**Main Exhibitor**” or the “**Exhibitors**” or the “**Exhibitor**”) in relation to the edition of Value Milan indicated in the application form.
- 1.2. Registrations for the Fiera val:ue Milan can be made either online, in the manner indicated in Section III.1, or in paper format, in the manner indicated in Section III.2.

SECTION II – TYPE OF MAIN EXHIBITOR

Each **Main Exhibitor** can register according to one of the following *two* types:

Individual Exhibitor: Exhibitor who will participate autonomously and occupy the required area alone.

Pavillion Organizer: a subject who will not participate directly, but organizes the participation of one or more exhibitors in the requested area (the “**Pavillon Exhibitors**”).

SECTION III – REGISTRATION PROCEDURES

1. **Section III.1 Online registration**
2. **General information**
 - 2.1. Online registrations can be made through the e-commerce site <https://valuemilan.it.messefrankfurt.com/milano/it/ea.html> (hereinafter the “**Site**”).
 - 2.2. The Site is owned by Messe Frankfurt GmbH and is operated by MFI.
 - 2.3. These General Terms and Conditions have been drawn up in accordance with the regulations on Electronic Commerce, pursuant to Legislative Decree no. 70 of 9 April 2003.
 - 2.4. The Site is dedicated to the sale of Spaces and Visibility Services to subjects falling within the category of entrepreneurs pursuant to art. 2082 of the Italian Civil Code and therefore through the Site may not in any case purchase Spaces and Visibility Services by persons falling within the category of consumers, as defined by art. 3 of Legislative Decree no. 206 of 6 September 2005.
 - 2.5. Any communication relating to the purchase of the Spaces and the Visibility Services – including any reports, complaints, requests regarding the purchase and/or delivery of the Spaces, etc. – must be sent to Messe Frankfurt Italia S.r.l. in the manner indicated on the Website or by e-mail exhibit@valuemilan.com.
 - 2.6. Any purchase of Spaces and Visibility Services made through the Site is subject exclusively to these General Terms and Conditions in the version that will be published on the Site at the time of transmission of the order by the Main Exhibitor and these General Terms and Conditions will constitute the only discipline applicable to supplies made through the Site with the express exclusion of the applicability of any general conditions of purchase of the Participants.
 - 2.7. MFI is free to update, supplement or modify these General Terms and Conditions, with effect for sales completed after their publication on the Site; the publication on the Site of the updated General Terms and Conditions constitutes communication of the changes to the Participants, whether or not they are registered on the Site.
 - 2.8. The reference in these General Terms and Conditions to legal provisions does not exclude the applicability of further applicable regulatory provisions that are not expressly excluded in these General Terms and Conditions.
3. **Offer - Order**
 - 3.1 The presentation of the Spaces and Visibility Services on the Site by MFI does not constitute an offer to the public and/or a binding offer for the conclusion of a purchase contract and/or a commitment to contract.
 - 3.2 The orders of the Main Exhibitor are to be understood as irrevocable proposals to purchase addressed to MFI for the Spaces and Visibility Services requested, each considered individually, subject to MFI’s acceptance.

4. Conclusion of the Contract

- 4.1 To make a request to participate through the Site, the “Main Exhibitor”, whether it is an “Individual Exhibitor” or a “Pavillon Organizer”, must fill in the application form using the “*apply for a booth*” button (or, in the case of subsequent requests, using the “*apply for another booth*” button). The Main Exhibitor must fill in all the required fields on the individual pages and specify whether he/she intends to register as an Individual Exhibitor or Pavillon Organizer.
- 4.2 Once the compilation has been completed and the General Conditions and the Privacy Policy have been accepted, the Main Exhibitor can check the application on the “*Summary of Data entered*” page and correct any entry errors using the “*Edit*” button.
- 4.3 Before placing the order, the Main Exhibitor may interrupt the order process at any time by simply closing the browser. These General Terms and Conditions are considered fully known and unconditionally accepted, through the affixing by the applicant of the *flag* in the relevant field of inspection and acceptance on the Site.
- 4.4 To complete the application, the Main Exhibitor must activate the “*Send Request*” button, which involves sending the application to MFI.
- 4.5 Where the Main Exhibitor registers as a Pavilion Organizer, the Main Exhibitor shall indicate the names of all Pavilion Exhibitors for whom it intends to proceed with registration, it being understood that the list of Pavilion Exhibitors may be subsequently supplemented with additional names..
- 4.6 Once the application has been received, MFI sends the Main Exhibitor an e-mail confirming receipt of the application, together with the link to the questionnaire to be completed (the “**Questionnaire**”) and the request for fabric samples (8-10 samples measuring 20x15 cm labeled with their composition and certifications). In the case of registration as a Pavilion Organizer, the e-mail confirming receipt of the application shall be sent both to the Pavilion Organizer and to each Pavilion Exhibitor.
- 4.7 The Questionnaire must be sent by the Individual Exhibitor or the Pavilion Exhibitor at the following link: valuemilan-questionnaire.com. In the case of registration as a Pavilion Organizer, the Questionnaire may be submitted directly by each Pavilion Exhibitor or on its behalf by the Pavilion Organizer.
- 4.8 Fabric samples must be physically sent to the address: Messe Frankfurt Italia Srl - Attn: Value Milan - Quality Committee Corso Sempione 68, 20154 Milan (MI), Italy. In the case of registration as a Pavilion Organizer, the samples, as well as for the Questionnaire, may be submitted directly by each Pavilion Exhibitor or on its behalf by the Pavilion Organizer.
- 4.9 As far as Pavillon Organizer cases are concerned, the application form is considered complete: only when the Questionnaires and samples of all the Pavillon Exhibitors registered by the Pavillon Organizer have been received.
- 4.10 Applications for participation will be submitted to the scrutiny of a quality committee set up by MFI (the “Quality Committee”), which will unquestionably assess through the Questionnaire and the Samples received whether or not to accept the applications received on the basis of the quality criteria identified by MFI.
- 4.11 Upon completion of the evaluation referred to in point 4.10, MFI communicates the acceptance of the application for participation (the “Confirmation of Acceptance”). The Confirmation of Acceptance is sent: (i) to the Main Exhibitor (Individual Exhibitor or Pavillon Organizer). Upon receipt of the Confirmation of Acceptance by the Main Exhibitor, the contract is concluded. Failure to accept the application within 15 days of receipt of the fabric sample shall constitute rejection of the application. If MFI does not receive the questionnaire filled in every part or does not receive the Samples, applications will not be accepted.
- 4.12 The Main Exhibitor receives with the Confirmation of Acceptance a summary of the general and particular conditions applicable to the contract, information relating to the essential characteristics of the Spaces and a detailed indication of the price, means of payment and any applicable taxes. The application form, the Confirmation of Acceptance and the General Terms and Conditions will be electronically stored by MFI in its computer systems and the Main Exhibitor may request a copy from the e-mail address exhibit@valuemilan.com.

Section III.2 Paper/PDF registration

- 1.1 In the case of registrations in paper form or by PDF, the Main Exhibitor sends the duly completed application form to the organizing secretariat, together with these General Conditions signed for acceptance (see signature form at the bottom of these General Conditions). In the case of the Pavillon Organizer, the same must also send the list of participants (Pavillon Exhibitor) to the collective.
- 1.2 Once the application form has been received by MFI, the paper/pdf registration procedure is regulated, from this point onwards, by points 4.6 to 4.12 of the previous section.

SECTION IV. COMMON RULES FOR ONLINE AND PAPER/PDF REGISTRATIONS.

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1. Contract. General Discipline

- 1.1 The contract is valid for the period indicated on the application or, in the event of a change of dates, for the new dates indicated by Messe Frankfurt Italia.
- 1.2 Messe Frankfurt Italia is not liable for any consequences or damages arising indirectly or directly from inaccurate, equivocal, inaccurate or incomplete data or other information provided by the Main Exhibitor or the Pavillion Exhibitors in their application form; Messe Frankfurt Italia reserves the right not to consider applications that contain insufficient or incomplete data or that have been received after the Application Deadline.
- 1.3 The Main Exhibitor is not allowed to transfer, either totally or partially, the exhibition area, even if it is carried out free of charge. In addition, it is not permitted to host or represent other companies on its exhibition space without written permission from the Organizer.
- 1.4 Also in the case of registration as a Pavilion Organizer, the contractual counterparty of Messe Frankfurt Italia is solely the Pavilion Organizer and not the Pavilion Exhibitors.

2. Application Deadline

- 2.1 The application for participation is for participation in the edition of Value Milan indicated in the application form.
- 2.2 The request for participation must be submitted within the deadline for the submission of applications indicated in the special conditions of the contract or on the website of the event (the “**Application Submission Deadline**”).

3. Admission conditions

- 3.1 The participation contract is only valid for the products specified in the application form.
- 3.2 Messe Frankfurt Italia has the right to reject applications for participation on the basis of a discretionary assessment without the Main Exhibitor or any of the Pavillion Exhibitors being able to claim or assert any rights from participation in previous events.

4. Assignment of the exhibition area and modification of the exhibition area

- 4.1 The assignment of the exhibition area will follow the chronological order of arrival of the applications validated by the payment of the first instalment due by the deadline shown on the invoice.
- 4.2 The exhibition areas are assigned based on technical and specific criteria of the event at the sole discretion of the Organizer. The Main Exhibitor cannot claim a specific stand, a certain exhibition area or a certain type of stand, regardless of what is indicated on the application form.
- 4.3 The assignment of the exhibition areas can be carried out considering the type of fabric being exhibited.
- 4.4 Messe Frankfurt Italia is entitled to change the exhibition areas in terms of location or size, even after confirmation, if special circumstances require it to resort to such measures, without this giving rise to a right of the Main Exhibitor or any of the Pavillion Exhibitors to withdraw from participation or to claim compensation from Messe Frankfurt Italia, except in the case of intent or gross negligence.
- 4.5 The set-up of the individual stands and the related projects must be approved by the Organizer to verify that they comply with the criteria of uniformity and safety.

5. Consideration. Terms of payment, termination in the event of non-payment and insolvency proceedings

- 5.1 The prices shown on the Site are the list prices applied by MFI on the day of supply (the “Prices”).
- 5.2 The Prices indicated on the Site are exclusive of the value added tax required by law and will be detailed on the order summary page of the virtual shopping cart before the Main Exhibitor sends the Order.
- 5.3 Any costs for Internet connection for access to the Site are the sole responsibility of the Main Exhibitor according to the rates applied by the operator chosen by the Main Exhibitor itself.
- 5.4 Messe Frankfurt Italia will issue, at the time of acceptance of the application form, a single invoice including all the services requested by the Main Exhibitor in the application itself.
- 5.5 The fee, as shown on the invoice, must be paid according to the terms indicated on the invoice itself, which will be as follows: (i) First instalment: equal to 40% of the services requested, at the time of receipt of the invoice; (ii) The instalment equal to 60% at least 30 (thirty) days before the start of the event.
- 5.6 In the case of Pavillon Organizers, the payment of participation fees must be made by the Pavillon Organizer (also on behalf of all Pavillion Exhibitors).
- 5.7 Without prejudice to the completion of the Contract, if the applications are not followed by the payment of the

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first instalment on the deadline indicated in the invoice issued, the assignment of the exhibition space will not be carried out until the payment has been regularised.

- 5.8 Following the assignment, if the assigned area is higher/lower than the requested area, a supplementary invoice/credit note will be issued, respectively, with a deadline at sight. All additional services requested after registration must, as a rule, also be regulated on sight, or in any case under the conditions shown on the invoice.
- 5.9 Payments must be made by bank transfer and made out to:
Messe Frankfurt Italia s.r.l.
DEUTSCHE BANK SPA
Address: VIA SAN PROSPERO
IBAN : IT48R0310401600000000104505
Bic/Swift : DEUTITMMIL
- 5.10 All bank charges will be borne by the applicant.
- 5.11 Taxes, duties and all tax charges, present or future, inherent or consequent to the sale, are the exclusive responsibility of the Main Exhibitor.
- 5.12 The invoice for the rental of the exhibition space is usually sent to the Main Exhibitor upon acceptance of the application for participation. In the event that, after the payment terms have expired, the Main Exhibitor requests a different space/product, the additional amount must be paid immediately. Payment must be made in such a time as to allow Messe Frankfurt Italia to be able to dispose of the amount due in its bank accounts, without further costs and on the established date.
- 5.13 VAT at the current rate must be added to all prices.
- 5.14 The confirmation of the exhibition space is subject to the condition that all payments due to Messe Frankfurt Italia have been made in full.

6. Withdrawal by the Main Exhibitor– Penalties

- 6.1 If, after the conclusion of the contract, the Main Exhibitor withdraws from the contract for any reason, Messe Frankfurt Italia will be entitled to the following amounts as a penalty pursuant to Article 1382 of the Italian Civil Code: (i) in the event of withdrawal communicated before the Application Submission Deadline: an amount equal to 50% of the total consideration; (ii) in the event of withdrawal communicated in the period between the Deadline for the Submission of the Application and the date of the event itself, as well as in the event of non-participation in the event without prior withdrawal from the contract: an amount equal to 100% of the consideration.
- 6.2 In the event of one of the cases referred to in point 6.1 above, Messe Frankfurt Italia shall be entitled to withhold the amounts already paid by the Main Exhibitor as consideration up to the amount of the penalty and, if not sufficient, to receive payment of the amount equivalent to the difference between the value of the penalty and the amount paid as consideration.

7. Intellectual property rights / copyright

- 7.1 The Main Exhibitor warrants that the materials on display and the packaging relating thereto, as well as related advertising materials, including the packaging and material of the Pavillion Exhibitors, do not infringe any rights of any third party, including commercial, copyright, design, name and patent rights, whether registered or otherwise protected. Organisers will have the right to prevent Main Exhibitors who have been found guilty of infringing intellectual property rights from participating in future trade fairs.

8. Postponement of the Event – Cancellation of the Event

- 8.1 The Organiser shall have the right, if special circumstances so require, to change the dates of the event. In the event of a change of the dates of the event to other dates in the same calendar year, the contract shall be deemed to have been signed for the new date, without prejudice to the right of the Main Exhibitor to communicate the withdrawal from the contract no later than 15 days from the notification of the move; in this case, Messe Frankfurt Italia will be entitled to a penalty pursuant to Article 1382 of the Italian Civil Code to the payment of an amount equal to 50% of the total exhibition area requested/assigned or, if the Main Exhibitor has already paid the fee, to withhold the amounts already paid by the Main Exhibitor up to the amount of the penalty, returning any residual or, if they are not capacious, to receive payment of the amount equivalent to the difference between the value of the penalty and the amount paid as consideration.
- 8.2 In the event of force majeure or other reasons that do not allow the event to take place, the Organiser shall have the right to cancel the event. In this case, if the event is not postponed to a new date in the same calendar year, the contract is considered to have been stipulated for the following year's edition, without prejudice to the right

of the Main Exhibitor to communicate the withdrawal from the contract no later than 15 days from the notice of cancellation; in this case, the Main Exhibitor will be entitled to a refund of the entire amount already paid, excluding any other compensation or indemnity.

- 8.3 In all cases of postponement or cancellation of the event referred to in points 8.1 and 8.2 above, the Main Exhibitor's right to any reimbursement of any expenses incurred (e.g. booking of means of transport or accommodation) is excluded.
- 8.4 If the event is suspended, after opening, due to circumstances not attributable to the Organiser, the termination of the contract or the submission of a claim for damages is excluded.
9. Use and occupation of the exhibition space, compensation for damages and liability in case of non-participation, cancellation without notice
 - 9.1 During the term of the contract, the Main Exhibitor is obliged to use the exhibition space in accordance with the conditions of participation and to ensure that the exhibition space is always manned by a sufficient number of staff during opening hours.
 - 9.2 If, for any reason, the registered and admitted Main Exhibitor does not participate in the event, Messe Frankfurt Italia is entitled to allocate the exhibition space to others. If Messe Frankfurt Italia is unable to allocate the unoccupied exhibition space to others, it is entitled to design the exhibition space at the expense of the Main Exhibitor.
10. Exclusion of Main Exhibitors and reimbursement of the rental fee of the exhibition space
 - 10.1 In the event that, as a result of a court decision (judgment, etc.), the Main Exhibitor has been prohibited from exhibiting, offering or promoting products or services and the Main Exhibitor refuses to comply with the court decision prohibiting the exhibition, offer or promotion of products and services, Messe Frankfurt Italia is entitled to exclude the Main Exhibitor from the current and/or future events, until the decision has been revoked or suspended by a subsequent decision following an appeal procedure. In this case, the refund (total or partial) of the rent of the exhibition area is excluded. Messe Frankfurt Italia is not obliged to review the accuracy of the court decision.
 - 10.2 The same provision also applies in the event that the Main Exhibitor violates the internal regulations of The Mall or there are other reasons that justify a termination of the lease of the exhibition space without prior notice.
 - 10.3 In the event that a court decision is revoked or suspended by a subsequent decision following appeal proceedings, the excluded Main Exhibitor shall not be entitled to claim any compensation against Messe Frankfurt Italia.
11. Disclaimer
 - 11.1 Messe Frankfurt Italia is not liable for damage to persons or property, as well as for any economic losses incurred within the Exhibition Area, including buildings, caused by fire, flood, explosion, violence, thunderstorms or other force majeure events or for theft, burglary or interruption of energy supplies (e.g. electricity, gas, water, etc.), and other similar causes, as well as for damage caused by the application of safety regulations. The above also applies to areas and buildings used in connection with the event outside the Exhibition Area.
 - 11.2 The above also applies to damage caused by individual visitors (in particular visitors to the event, other participants or persons acting on their behalf), as well as to damage caused by the Organiser and/or its employees and/or acting on behalf of the Organiser due to the use of incorrect data and/or information provided by the Main Exhibitor.
12. Resolution
 - 12.1 Messe Frankfurt Italia may terminate the contract with immediate effect, pursuant to Art. 1456 of the Civil Code, for non-compliance by the Main Exhibitor of the following obligations (even of just one of them):
 - violation of the obligations referred to in art. 1.3 of this Section IV (transfer of the exhibition area);
 - violation of the obligations referred to in art. 3 of this Section IV (conditions of admission);
 - violation of the obligations referred to in art. 13.2 (failure to comply with the technical regulations of the exhibition center where the event will take place).
13. Miscellaneous
 - 13.1 Messe Frankfurt Italia reserves the right to run utility cables on the exhibition areas. The costs of such connections shall be borne by the Organiser. In the event of the location of cables within the exhibition areas, the Main Exhibitors will receive a written notification.
 - 13.2 All other special provisions or individual regulations transmitted to the Main Exhibitor, including articles 1 (Set-ups

- Prohibitions - Provisions), 2 (Technical Services), 3 (Fire Prevention) and 4 (Accident Prevention and Safety Regulations) of The Mall's General Provisions, are considered to be integral parts of the contract between the Organiser and the Main Exhibitor and as such accepted as such by signing the application form. attached here and the technical regulations prepared for the regulation of the activities that will take place at **The Mall**: this regulation will be an integral part of the general conditions of val:ue Milan and as such accepted by signing the application form. The Main Exhibitor undertakes to comply with these documents.

- 13.3 The Main Exhibitor assumes, to the extent of its competence, all the charges and responsibilities that fall to the employer, managers, supervisors, pursuant to Legislative Decree 81/2008, expressly indemnifying Messe Frankfurt Italia from any liability in this regard. The Main Exhibitor will take all measures that will be necessary to protect the physical integrity of employees, third parties and goods affected by the performance of the event, relieving Messe Frankfurt Italia from any liability in this regard.
14. Applicable law, place of performance, place of jurisdiction
- 14.1 The contractual relationship between the Organiser and the Main Exhibitor is governed by Italian law.
- 14.2 The contractual parties expressly indicate Milan as the place of performance (art. 1182 paragraph 3 of the Civil Code).
- 14.3 Any dispute concerning the interpretation and/or validity, execution and termination of the contract will be subject to the exclusive jurisdiction of the Court of Milan.

Value Milan Spring - General Terms and Conditions

Please sign as the Legal Representative of the registered company, only in case someone else has registered for you

Name _____ Surname _____ Date _____

Signature

I declare that I have carefully read and accept the General Terms and Conditions

Please return signed to exhibit@valuemilan.com