

GENERAL REGULATION FOR THE PARTICIPATION IN PROMOTIONAL INITIATIVES BY PROMOS

effective from September 26, 2012

ART. 1. PARTICIPATION IN PROMOTIONAL INITIATIVES For the scope of this document

Regulation with the wording "promotional initiatives" means fairs and missions from and to foreign countries. The Italian companies regularly registered with the CCAA (the Italian Chamber of Commerce) and foreign companies established according to the regulations of their Country of affiliation are admitted to participate in promotional initiatives organised by PROMOS. Italian and foreign professionals, Italian and foreign organisations such as federations, associations, public and private bodies, and consortia are also admitted. All the rules included in these Regulations apply even for these subjects as well as for the companies participating through them, as well as those included in the Circular Letter issued for the reference initiative, if present* and in the service contract. For the scope of these Regulations, the term "company" also indicates the entities described above. Companies answer directly the compliance with the rules of participation by their agents or representatives on the spot.

ART. 2. ADMISSION Admission to the initiative can be communicated solely by forwarding the "service contract" form duly completed and signed. The form, available on the PROMOS website, must be sent by mail, fax or e-mail, to the addresses and within the deadline indicated in the service contract or in the information leaflet of the reference initiative, if any*. PROMOS reserves the right to accept admission requests received beyond this deadline, subject to the provisions of Art. 5 of this Regulation. Regarding the form's submission date, the date of arrival of the protocol at PROMOS is considered, if sent by mail, the transmission date indicated on the fax or the e-mail sending date if sent by Fax or e-mail. The form must be signed by the legal representative of the company by affixing the stamp bearing the company name. PROMOS reserves the right to partially accept the requests contained in the service contract (for example, the request for the surface of the stand). PROMOS also reserves the right not to accept the admission request of companies that have not complied with the payments due to PROMOS or those with which a dispute related to previous business relationships is in progress. No change made by your company to the PROMOS form shall be accepted.

ART. 3. INVESTMENT FEE AND PAYMENT. The Company is required to pay the full amount due at the time of the service contract to PROMOS, unless the service contract or the information Circular Letter, if any*, provides for different payment terms. The Company is also held to send by fax to PROMOS a copy of the payment of the amount due with a non-revocable bank transfer ("executed" or "paid") or visa/mastercard credit card. **Upon receipt of the payment, PROMOS shall issue the invoice for the amount paid.** If the company has not paid the fee before the deadline, it will be denied the right to participate in the event and, in the event of a trade show, it will not be authorised to use the area/stand. Failure to participate or adhere to the services for any reason implies, in any case, the obligation to pay the full amount owed. The participation fee, indicated in the service contract or in the Circular Letter relative to the initiative, if applicable*, does not include VAT if owed. The participation fees can be subject to increases due to causes occurring upon the subscription of the service contract. By undersigning the service contract, the company undertakes to bear such a higher burden if it is within 10% of the originally agreed amount. Performances included in the participation fee are indicated in the service contract or in the Circular Letter for the Reference Initiative, if any*. Any further services with respect to the ones provided, if required by the Company, shall be governed even financially by separate agreements.

ART. 4. CANCELLATION, DATE CHANGE In the event of cancellation of the initiative, for reasons of force majeure or in any case independent from the will of PROMOS, the latter will give timely communication to the companies involved that, within 60 days from this communication, shall repay the amount paid by the companies, deducting the costs already borne by Promos.

In the event of a change of the date of the initiative, this reimbursement shall take place only if the company does not reconfirm its admission request.

ART. 5. WAIVER If the company intends abandoning the initiative, they must send a waiver notice in writing to PROMOS - CAMERA DI COMMERCIO DI MILANO Via Camperio 1, 20123 Milan, fax 0285155227/5394, by registered letter, fax or certified e-mail (promos_cciaa@legalmail.it) within 7 days (or within a different date if indicated in the service contract or in the reference circular letter for the initiative, if there is one*) from the registration term indicated in the service contract or in the reference circular letter for the initiative, if there is one*. In this case, PROMOS shall refund the amount paid by the company within 60 days from the communication. After the term of 7 days, no repayment will be made to the company. Anyhow, in the event of a trade fair, PROMOS will pay to the company the amount that has been paid as a repayment by the organising Institution, for the services provided by it, in accordance with its Regulations that the company has declared to know.

ART. 6. ORGANISING BODY REGULATION In the event of a trade fair, all aspects of the event such as the times for the preparation, the opening hours, penalties and costs for additional preparations, we refer to the Rules of the Trade Fair Organiser.

It is precised that, regarding the relationship between the company and PROMOS, Art. 7 of this Regulation applies for the complaints.

ART. 7. COMPLAINTS PROMOS takes into account the complaints relating to its obligations, submitted in writing within 10 days from the end date of the initiative, as indicated in the service contract or circular, if there is one*. PROMOS will be activated within 30 days of receipt of the complaint.

ART. 8. COMMUNICATION FORMS - ADVERTISING. PROMOS, while guaranteeing the maximum attention and care, does not respond to mistakes and omissions that should occur in the various forms of communication-advertising made for this specific initiative (e.g.: brochures, official catalogue for the fair, catalogue of the Italian group, audio-visuals and press advertisements).

ART. 9. PERFORMANCES CHARGED TO THE COMPANY In the event of a participation in trade fairs, the exhibitor company is fully charged with everything that is not expressly indicated in the service contract or the reference circular letter for the initiative, if there is one*. In particular, the exhibitor company is usually charged with: placement and handling of the sample in display within the area/stand; opening, closing and storing of packaging; electrical, water and compressed air connections from the supply point within the area/stand up to the machinery-equipment on display; compressed air supply in the exhibition pavilions without a centralised system; Special supplies and/or additional furnishing with respect to those provided in the agreement or circular letter relating to the reference, if there is one*.

ART. 10. ASSIGNMENT OF THE EXHIBITION AREA In the case of trade fairs, PROMOS will send the allocation of the areas and stands to the company and that

have been established by Institutions or Companies organising the event and that may not be entirely in line with the size and location. In the case an area is assigned with of a lower surface area than requested, the company will have right to a partial reimbursement of the participation fee. In the case an area is assigned with of a higher surface area than requested, the company will be required to supplement the participation fee, up to a maximum of 10% of the amount originally agreed. In case of a different placement of the area that the one requested, the company will not be entitled to any refund. It is not permitted to sublet or to transfer to third parties all or part of the exhibition surface assigned.

ART. 11. SET UP AREAS/STANDS In the case of trade fairs, the PROMOS area/stand is provided as indicated in the service contract or in the reference circular for the initiative, if there is one*. At the end of the initiative the company will have to return the area/stand, the furnishings and equipment in the same conditions as received. The company will be charged for any damages caused to them.

The wording requested by the participating company for the stand signboard/sign can be synthesised and/or modified by PROMOS, if necessary, for space requirements, or to ensure graphic uniformity and indicate the sponsors' logos of the initiative. The display of posters, signs, or other promotional or advertising material will be the responsibility and liability of the company that undertakes to respect the demands of decorum, image and the laws and ethics in force in the Country where the initiative takes place.

ART. 12. NON-SET UP AREAS/STANDS In the event of participation in trade fairs in which PROMOS only reserves the area/stand and not the installation, the participating company shall arrange and/or provide to the furnishings and/or furniture of their area/stand, undertaking to comply with the organisational directions as well as the general regulations of assembly, disassembly, security, insurance coverage, etc., provided and communicated by the organising Institution of the event.

ART. 13. INSURANCE The participation fee does not include, unless otherwise and expressly indicated, any insurance either for the samples or for the individuals participating in the initiative or for the journey expenses subject to the insurance policies for the airlines and for the accommodation by hotel companies. PROMOS is not liable for any loss or damage to the products exhibited and/or any other property of the Company, its representatives, its guests and visitors, as well as any kind of accident in which they may be involved.

ART. 14. ORGANISATION OF TRAVELS, VISAS In some case, PROMOS, can offer services to the participating company relating to the organisation of the travels and stays in the Country where the event is taking place (including, but not limited to, air travel, transfer to and from the airport, hotel accommodation). The company is held to communicate, within the terms indicated in the service contract or in the information circular, if there is one*, specific requests and all variations. Articles 2, 3, 4 and 5 of this Regulation also apply to the travel organisation. No responsibility can be charged to PROMOS for disservices due to airlines and hotel companies and, however, excluded from the control and syndication by PROMOS.

If a travel is provided for one or more participating businesses to Countries that require an entry visa, PROMOS can offer the possibility to the participating company deliver the requested documents on their account (passports, forms, payments) to the Consulates/Embassies. The service is upon payment. The company is held to communicate, within the terms indicated in the service contract or in the information circular, if there is one*, the complete documentation requested. No responsibility can be charged to PROMOS for disservices that may occur for the non-issuing of the visa. The company is charged with the timely shipping of the documents at the PROMOS offices and their collection.

ART. 15. TRANSPORT, SHIPPING, CUSTOM FORMALITIES In the case of trade fairs, if the service contract or the reference circular for the event, if there is one*, provides PROMOS with the transport and shipment of the exhibition material and the completion of the customs' formalities, the company must provide PROMOS with the complete necessary documentation within the terms indicated in the service contract or circular letter for the initiative, if present*. In default, PROMOS is not liable for the lack of transportation or any other problem due to this omission.

The company is held to comply with the Italian custom regulations and to those of the country in which the event takes place. The Company is anyhow responsible with regards to the laws of the country in which the initiative takes place for the introduction or export of materials or products for which prohibitions or restrictions apply and, consequently, exempts PROMOS from any involvement, even economical.

ART. 16. CONTRIBUTIONS AND FACILITATIONS If, through PROMOS, the companies participating in the initiatives make available contributions or facilitations (e.g. Vouchers), through the supranational, national, regional, and local calls for bids, the service contract will be integrated with the content of the bids at issue, in particular for the access and obtaining mode for the contribution or facilitation.

ART. 17. RESPONSIBILITY EXEMPTION The company exempts PROMOS from Any liability for damages arising from causes of force majeure or anyway from causes non-due to the will of PROMOS. PROMOS is also exempt from liability for damages to persons and things that the company, or its suppliers, may cause in the venues used to carry out the initiative. The performance by PROMOS does not include, unless expressly provided, the guarding, transporting and shipment activities for the exhibition material and for the implementation

of customs' formalities that cannot therefore determine the contractual liability of PROMOS. PROMOS reserves the right to indicate, at the request of the company, professionals/suppliers to contact and with whom the company will have a direct relationship for the aforementioned activities or for other activities. Similarly, Promos reserves the right to indicate, at the request of the company, during the initiative, professionals/suppliers for additional services to those included in the underwritten service contract (for example: Interpreters, hostesses, drivers, assistants) with whom the company will have a direct relationship. Once the contact has been established, PROMOS will not be involved in the relationship between the company and the third parties.

ART. 18. DISPUTE SETTLEMENT The parties will submit all disputes arising from or in connection with this agreement - including those relating to its interpretation, validity, effectiveness, execution and resolution - for an attempt of mediation in accordance with the provisions of the Conciliation Service Regulation - Arbitration Chamber of Milan, of which the parties expressly declare to have knowledge and accept it in its entirety. The parties undertake to resort to mediation before any arbitration or judicial proceedings are initiated.

If the mediation attempt fails and if the parties wish to protect their rights and legitimate interests at court, the place of jurisdiction will be the Court of Milan.

ART. 19. APPLICABLE LAW This agreement is regulated by Italian Law

* In any case, the provisions of the service contract prevail over the provisions of the Circular Letter for the initiative.



PROMOS

Internazionalizzazione
e marketing territoriale