

## GENERAL REGULATION- EXPODENTAL MEETING

### **Art. 1 - Subject of the regulation / Place and date of the Exhibition**

This general regulation (**General Regulation**) contains the conditions for booking and use of a space dedicated to the product display of equipment and materials for dentistry and dental technology on the occasion of the event called "**Expodental Meeting**" ® (hereinafter, the **Exhibition**), organized by the company Promunidi Srl (hereinafter, the **Organizer**) with headquarters in Viale Forlanini n. 23, 20134, Milan, Italy (VAT IT04238350153, pec: PROMUNIDISRL@PEC.IT), which will take place in Rimini **from Thursday 9 September to Saturday 11 September 2021 at the I.E.G. pavilions** (Italian Exhibition Group), in via Emilia 155, Rimini, Italy.

Each Exhibitor or any other person who requests to participate in the Exhibition, by signing and submitting the relative admission application (hereinafter, **Admission Application**, also in the plural), declares to have read, correctly understood and accepted in all its parts this General Regulation, which is an integral part of it and which, therefore, is fully effective and enforceable against every Exhibitor and participant in general (the **Visitors**).

### **Art. 2 Exhibition hours:**

The opening hours of the Exhibition for exhibitors (**Exhibitors**) will be as follows: Thursday 9 September from 8 am to 6:30 pm, Friday 10 September from 8.30 am to 7:30 pm and Saturday 11 September from 8.30 am to 6:30 pm.

The opening hours of the Exhibition for **Visitors** will be as follows: Thursday 9 September from 10 am to 6 pm, Friday 10 September from 10 am to 7 pm and Saturday 11 September from 10 am to 6 pm.

### **Art. 3 Exhibitors / Products on display / Entrances**

Without prejudice to different special agreements between the parties, Italian and foreign manufacturers of equipment and materials for dentistry and dental technology that offer the products and services referred to in the List of Products / Admitted Services, as well as agents and representatives of foreign companies and / or distributors of companies in the sector just described have the right to participate in the Exhibition. If there are agreements between the parties that prohibit the simultaneous presence of the distributor and the manufacturer of the same item, there is an obligation to report it to the Organizer. Furthermore, publishing houses of the technical, scientific and periodical press, organizations, associations and institutes in any case recognized, promoters, supporters or creators of the main activities connected or similar to the product categories and characteristics of the exhibition are also allowed.

Exhibitors will have the right to exhibit only the products expressly listed in the online Application Form, in the section "Data for the Catalog," which is an integral part of this agreement.

It is expressly forbidden for Exhibitors to exhibit products not indicated in the aforementioned section "Data for the Catalog," unless otherwise agreed in writing between the parties.

The exhibition is reserved for dental professionals who can access either for a fee or free of charge.

### **Art. 4 Admission Application - Down Payment**

The Admission Applications must be completed online, by accessing a reserved area for which access credentials will be sent. After completing the online form, the Exhibitor will have to print it, stamp it, sign it and send it via email to Promunidi S.r.l. no later than the expiry date: 30/05/2021. The application for admission is irrevocable.

There is a fixed registration fee which includes: 1 kW of electricity, 1 fire extinguisher, insurance (see art. 20), WI-FI connection.

The application must be accompanied by the payment of a down payment consisting of the fixed registration fee and 50% of the cost of the exhibition area booked upon joining (the **Down Payment**). Only Admission Applications sent to Promunidi S.r.l., duly signed, stamped and accompanied by proof of payment of the down payment, will be taken into consideration. Promunidi s.r.l. will have the right to withhold the down payment if the Exhibitor withdraws his application, even and despite the occurrence of the hypotheses referred to in art. 7 below and will have the right to assign the area to another Exhibitor.

If the termination of the Exhibitor will take place **after 13/05/2021** (term to be considered essential in the interest of Promunidi s.r.l., pursuant to Article 1457 of the Civil Code), the Exhibitor must still pay Promunidi s.r.l. the balance for the reserved exhibition space no later than the end of the exhibition.

Admission applications without stamp and signature and not accompanied by proof of payment of the down payment will not be taken into consideration. The Exhibitor is obliged to respect the reserved square meters, undertaking to pay an adjustment, determined by Promunidi s.r.l. **in an amount equal to the price list applied for each square meter more than those booked.** By submitting the complete Admission Application, the Exhibitor assumes the obligation to participate in the Exhibition in the assigned stand, even if the size and location do not coincide with those requested.

#### **Art. 5 Represented companies**

In addition to the fees referred to in art. 4, the Exhibitor will have to pay an additional fee for each third company that will exhibit its products in the reserved stand. Therefore, by 13/05/2021, the Exhibitor must, again through the online application in the "Represented Companies" section, enter the identification data of all the Companies possibly represented, whose products and brands it intends to present in its stand. For each represented Company, the Exhibitor is obliged to pay the amount indicated in the Admission Application, in the "Represented Companies" section.

#### **Art. 6 VAT - Utilities**

In order to determine the applicable VAT, Exhibitors are obliged to enter information on the VAT number and SDI identification code or other appropriate information proving the status of a company or natural person, Italian or foreign, in the Admission Application. In the event of failure to communicate such data or the communication of uncertain or incorrect data by the Exhibitor, Promunidi s.r.l. is now authorized to issue invoices subject to VAT applied for companies based in Italy. Any service not expressly included in these general conditions is the responsibility of the Exhibitors.

#### **Art. 7 - Acceptance of applications and assignment of exhibition space**

The acceptance of the Admission Application and the allocation of the exhibition space will be deliberated by a Commission specifically set up by Promunidi s.r.l. Admission Application will be accepted until all available spaces are exhausted. The availability of spaces will be ensured for all applications received within the deadline referred to in art. 4. Applications received after that date will be accepted compatibly with the availability of additional spaces. The Commission will be entitled to reject Admission Applications (promptly received) in the presence of proven objective reasons, such as, by way of example, arrears in the payment of previous events fees, failure to provide information, failure to pay the down payment, subject to insolvency proceedings .

In case of non-acceptance of the application, Promunidi s.r.l. will take care to promptly notify the excluded subjects, specifying the reasons for the aforementioned exclusion. Promunidi s.r.l. will have the right to change, for technical or service reasons, the location of the assigned space; this modification does not entitle the Exhibitor to withdraw the membership, nor to the refund of the Down Payment, nor to compensation for damages.

In case of renunciation of participation in the Exhibition by the Exhibitor, which is considered an early withdrawal, even if such renunciation and such withdrawal are motivated by the concern of a low number of visitors, a reduced success of the Exhibition or significant probability of cancellation itself due to the occurrence of a resurgence of COVID 19 infections or other unforeseeable causes, such as to reduce or greatly diminish the Exhibitor's interest in participating in the Exhibition, Promunidi srl however, has the right to withhold, by way of a penitential deposit for early withdrawal and partial compensation for the resulting damage (loss of profit), the sums paid up to that moment by the Exhibitor, as well as to dispose of the areas canceled according to Promunidi s.r.l. needs.

The right of Promunidi s.r.l. is reserved to act for the payment of the balance of the amount due for the spaces and stands covered by the waived Admission Application, if the withdrawal is exercised after 13/03/2021 (term to be considered essential in the interest of Promunidi s.r.l. pursuant to art. 1457 c.c. of Italian Civil Code, as the withdrawal exercised after this deadline excludes the possibility of granting the use of the canceled spaces and reducing the loss resulting from the early withdrawal).

It is formally forbidden for Exhibitors to transfer, for any reason, the assigned spaces and stands or part of them. The participation of represented companies not indicated by the Exhibitor on the specific form is also excluded.

At the end of the Exhibition, the Exhibitor is required to return the exhibition spaces to the Organizer in the same state in which they were found at the time of their occupation. Any loss, damage or tampering with the

spaces granted for use and / or the equipment and furnishings present therein, will be compensated by the Exhibitor, who with the taking over of the assigned space becomes its custodian and sole responsible.

#### **Art. 8 Prohibitions**

**Prohibition of direct sales:** during the Exhibition, Exhibitors and their representatives are prohibited from selling to the public the products on display or other products, even not on display, unless otherwise agreed in writing with Promunidi s.r.l. The violation of this prohibition will entail the right of Promunidi s.r.l. to terminate the exhibition participation agreement with immediate effect pursuant to art. 1456 of the Italian Civil Code and to withhold as compensation or as a penalty for non-fulfillment, the amount paid in the meantime by the defaulting Exhibitors as a Down Payment.

Promunidi s.r.l. also has the right to close the stand if the Exhibitor does not comply with this Prohibition, after notifying, by hand delivery or by sending via certified e-mail (p.e.c.), with a notification of non-compliance.

In any case, the Exhibitor declares to indemnify and hold Promunidi s.r.l. harmless. and its successors in title, managers, parent companies, subsidiaries and affiliates in all offices, including judicial ones, appearing in any proceedings in place of the same, for a period of five years starting from the end of the Exhibition and for an amount equal to Euro 50,000,00,

for: (i) damage caused to third parties (including employees and collaborators in any capacity of Promunidi s.r.l. or of the structure hosting the Exhibition), from the sale of its own products or products of third parties; (ii) damage caused to third parties (including employees and collaborators in any capacity of Promunidi srl or of the structure hosting the Exhibition), for the violation of any rule, including regulatory nature, on copyright or titles of industrial and intellectual property; (iii) sanctions of any kind imposed and / or applied by public authorities, such as for the display of products that do not comply with national or foreign regulations. In the online Admission Application, there will be a section "Declaration of conformity of the products displayed," which must be completed.

**Food-drinks:** the Organizer assumes no responsibility if the Exhibitors administer, during the Exhibition, inside or outside their stands, food, beverages and gastronomic products in general, it being understood that in this case they must first obtain all the administrative and health authorizations required by law. The Exhibitors are responsible for all obligations, including fiscal ones, provided by law and for any compensation for damages caused to third parties, including the employees and collaborators of Promunidi s.r.l. in any capacity or of the structure hosting the Exhibition.

**Prohibition of photographs and photo shoots:** it is forbidden for the Exhibitor, his representatives or guests, to take photographs or video recordings of their own or third party stands during the Exhibition. Exhibitors have the right to request Promunidi s.r.l. accreditation of their photographers so that they can take photographs of their stands. It is forbidden to photograph the stands of others, except with the consent of the owners (prior accreditation as an Authorized Photographer of the Exhibition is required).

#### **Art. 9 Terms of payment**

The Down Payment, **consisting of the fixed registration fee and 50% of the cost of the exhibition area booked**, must be paid upon signature of these Regulations, within the terms set out in art. 4. The balance must be paid upon receipt of the invoice and in any case no later than 28/05/2021 (term to be considered essential in the interest of Promunidi s.r.l. pursuant to Article 1457 of the Italian Civil Code). The stands will be given to the Exhibitors only if the payment terms are respected. Payments must be made payable to Promunidi S.r.l.

#### **Art. 10 Exhibitor Passes**

The number of free passes entitled to each Exhibitor will be proportional to the square meters reserved. Promunidi s.r.l. will issue each Exhibitor 5 free entry passes for every 16 sqm. booked. The additional cards will cost € 15 each.

The 12 sqm. exhibition spaces will have 5 free exhibitor passes.

#### **Art. 11 Advertising**

With the exception of the purchase of official advertising space from Promunidi s.r.l., Exhibitors are prohibited from distributing illustrative material of the products on display (and of products also not on display) outside their stands. No advertising billboard may be posted by the Exhibitor except inside its own stand and provided that it does not damage the materials, systems and equipment of the host structure and Promunidi s.r.l.

Any form of advertising outside the stands is forbidden (excluding the case of purchase of official advertising space from Promunidi s.r.l.), including itinerant advertisement in the lanes or in the parking lot. Any type of promotional-advertising initiative must be proposed in a correct and moderate way in terms of noise and visual aspects, both in order not to cause annoyance and not to harm the style of the exhibition and must not be detrimental to the decor.

The Exhibitor must immediately stop any promotional-advertising initiative, even if previously authorized by Promunidi s.r.l. but subsequently proved to be non-compliant with the provisions of this article or in any case contrary to the principles underlying the image of the Exhibition and / or Promunidi s.r.l. brands.

Unless otherwise agreed upon, the Exhibitor is expressly prohibited from using sound transmissions inside and outside the stands. Audiovisual screens may be set up as long as they do not disturb neighboring stands. Any particular promotional event, such as the organization of a performance by an artist, must be previously authorized by Promunidi s.r.l. and in any case it must comply with the legal requirements also in terms of payment of copyright to SIAE. In this regard, as of now, the Exhibitor declares to guarantee, hold harmless and indemnify in all offices, including judicial ones, Promunidi s.r.l. and its successors in title, constituting themselves in the relative proceedings in place of the aforementioned, in the case of claims for compensation and / or claims by anyone lodged for any reason against the aforementioned, even for sums not paid to SIAE by the Exhibitor for intellectual property illegally exploited during the Exhibition. This indemnity will remain valid and effective for a period of five years starting from the end of the Exhibition and for a maximum guaranteed amount of Euro 50,000.00.

In the event of non-compliance with the obligations referred to in this article, the Exhibitor undertakes to pay a penalty of € 3,000 for each half day in which he will violate one or more obligations of this article, after a first written reminder from Promunidi s.r.l.

The content of this article also applies to third parties, official and unofficial suppliers, fitters, companies, entities and natural or legal persons who, for whatever reason, intend to carry out advertising or promotional actions within the exhibition halls.

#### **Art. 12 Official Catalog of the Exhibition**

The official catalog of the Exhibition will be included in the "MY EXPODENTAL MEETING" platform, (to be redefined).

#### **Art. 13 Pre-fitted stands**

The Exhibitor will be able to purchase pre-fitted stands of 12 sqm. and 16 sqm., by completing the online Admission Application. Exhibitors with larger sizes than those indicated, if interested in purchasing the pre-fitting, should contact directly the Official Exhibition Fitter, Pro.stand s.r.l. Exhibitors' suppliers

It is forbidden to damage the reserved pre-fitted spaces; any damage, deterioration or tampering caused to the exhibition spaces as well as to the materials, systems and equipment therein, caused by collaborators, suppliers and / or third parties in any capacity appointed by the Exhibitor, will remain the responsibility of the Exhibitor himself, who assumes full and exclusive responsibility, also pursuant to art. 2049 of the Italian Civil Code.

The Exhibitor declares to guarantee, hold harmless and indemnify in all offices, including judicial ones, Promunidi s.r.l. and its successors in title, appearing in the related proceedings in place of the aforementioned, in the eventuality of claims for compensation and / or claims lodged for any reason against the aforementioned. This indemnity will remain valid and effective for a period of five years starting from the end of the Exhibition and for a maximum guaranteed amount of Euro 50,000.00.

#### **Art. 14 Exhibitors' suppliers**

Exhibitors may use their own suppliers on condition that they deliver, by 15/06/2021, the documents requested by Promunidi s.r.l. to certify compliance with the law.

Promunidi s.r.l. has the right to exclude those suppliers who adopt harmful behavior and in violation of these Regulations and, in general, of any law.

#### **Art. 15 Occupancy of the exhibition space – Raw Space**

The Exhibitor will have the right to occupy the assigned space in order to set up his stand starting from the fifth day before the official opening date of the Exhibition and must finish by 6 pm of the day before the inauguration. From that moment, any completion works or modifications must be carried out with the authorization from Promunidi s.r.l., between the evening closing and the morning opening. Any changes or exchanges of stand must be authorized by Promunidi s.r.l. and carried out by and at the expense of the

applicants. Exhibitors who have not occupied their stand or started their set-up by 6 pm on the day before of the inauguration will be considered as having renounced, with loss of the down payment, pursuant to art. 7.

#### **Art. 16 Fitting projects**

Each project relating to the set-up must be presented and approved by Promunidi s.r.l. and by the Management of IEG (Italian Exhibition Group) **at least 20 days prior to the opening date of the Exhibition** (term to be considered essential in the interest of Promunidi s.r.l.). Participants must, in any case, set up and keep their stands in such a way as not to harm the aesthetics and safety of nearby stands and not to cause damage to other participants. It is forbidden to use the open frontal side of the stands in an unsuitable way by setting them up with blind walls that can cause damage to other stands. The walls of offices, closets or other, should be placed possibly in the center of the assigned space. Failure to comply with these provisions will entail the right of Promunidi s.r.l. to request the immediate suspension of the fitting work. The set-up must be contained within the assigned area, identifiable by paint or chalk lines and must not exceed the height of 400 cm from the ground. Even in the case of hangings, no structural element must exceed the maximum height of 400 cm from the ground. During the stand set-up phase, exhibitors must in any case carry out promptly any technical adaptation requested by the technicians appointed by Promunidi srl at their own expense. Since the areas are not equipped with partition walls, each Exhibitor is obliged at its own expense and initiative, to create fittings that include elements of separation from neighboring exhibitors. It is forbidden to build accessible mezzanines which, while not exceeding the height of 400 cm, lead their users to exceed the fixed quota. Any responsibility regarding the statics of the fittings, signs and billboards placed by the Exhibitor will remain his sole responsibility.

The Exhibitor declares to guarantee, indemnify and hold harmless Promunidi s.r.l. and its successors in title in all offices, including judicial ones, from any claim and request for compensation to which the same should be addressed in the presence of damages caused to third parties during and due to the set-up and / or dismantling operations, also consequent to incorrect planning or imperfect construction, being considered third parties the Visitors, the other exhibitors, and the employees and collaborators of Promunidi srl and the host structure (I.E.G. S.p.a.).

This indemnity will remain valid and effective for a period of five years starting from the end of the Exhibition and for a maximum guaranteed amount of Euro 50,000.00.

The Organizer reserves the right to have the fittings, made without approval or not compliant with the approved project, modified or removed.

#### **Art. 17 Fitting materials**

All the materials used for the fitting must be non-combustible or at least fireproofed with suitable products. The Exhibitor must submit before the start of the Exhibition the certificate of fireproofing, in the manner prescribed by law, issued by specialized companies or a declaration of having carried out the operation on its own with products approved by the Ministry of the Interior. It will be the obligation of each Exhibitor to provide, at their own expense, to equip their stand with a second fire extinguisher in the event that the square footage of the exhibition area is greater than 96 sqm. However, possession of the fire extinguisher does not authorize the installation of equipment that involves the use of flames.

If the stand is positioned incorrectly during the construction phase, Promunidi s.r.l. is as of now entitled, by its own means and without any responsibility, to arrange for the moving of all the material, charging the Exhibitor for the related expenses and any damage.

In case of non-fulfillment of the obligations of this article, following the request of Promunidi s.r.l. : (i) the Exhibitor must close his stand and immediately remove any unauthorized materials; (ii) may be excluded from participation in subsequent editions of the Exhibition; (iii) will have to compensate for any damage caused due to and as a result of the violation of this article, also in this case guaranteeing, indemnifying and holding harmless Promunidi s.r.l. and its successors in any office, including judicial ones, in the event that it is the recipient of third party claims and compensation claims, for a period of five years starting from the end of the Exhibition and for a maximum of Euro 50,000.00.

#### **Art. 18 Machinery in operation**

The operation of machinery, as long as it does not constitute a nuisance for other Exhibitors or visitors, may be allowed during the entire opening hours of the Exhibition, or occasionally, at the discretion of Promunidi s.r.l. and in any case in compliance with the current regulations applicable to the activities carried out and the

products displayed at the stand. By way of example: health regulations, safety regulations, accident prevention and fire prevention regulations.

**Art. 19 Obligation to make good use of the exhibition space**

The Exhibitor undertakes not to damage in any way the assigned space (in particular, by way of example, the plaster and the floor) and any of its furnishings. Any damage must be immediately communicated to the Organizer and reimbursed at the simple request of the aforementioned, prior to quantifying the damage. To guarantee the timely fulfillment of the obligation to pay compensation for any damage caused to spaces, furnishings and equipment, the Organizer has the right to hold, based on the privilege referred to in art. 2764 of the Italian Civil Code, the material displayed and, in general, what is present in the assigned space, on which Promunidi s.r.l. will have the right to claim, without prejudice to the right to obtain compensation for any greater damage.

**Art. 20 Insurance**

IEG (Italian Exhibition Group) and Promunidi s.r.l. do not assume any responsibility for damage to persons and property, by anyone and in any case caused. By joining the event, IEG (Italian Exhibition Group) and Promunidi s.r.l. automatically insure each exhibiting company by including its cost in the registration fee present to the Admission Application. The insurance coverage presents the following features:

1) EXHIBITORS MULTI-RISK GUARANTEE: For goods, equipment, furnishings, including the value of the stand for € 26,000. Duration of coverage: period of stay at the Exhibition of the values, including the period of assembly and disassembly. Insured risks: SUMMARY OF THE GUARANTEES (\*)

Fire for any reason - Effects of lightning - Gas explosion - Burst of steam appliances or radiator systems - Explosion of vapors produced by flammable substances - spontaneous combustion - Road vehicle collision - Theft - Robbery - Bad weather - Infiltration of rainwater or plumbing failure - Wrecking - Breakages (excluding those of fragile objects) - Airplane crashes, fall of plane debris or transported things. Damages related to the aforementioned events are equal to those produced to items insured by failures caused by the Authorities in order to prevent or limit the damage. Therefore, among other things, Dexterity and Shoplifting are not insured. Deductible: a generic deductible of € 155 applies for each claim, which remains, however, the responsibility of the participant. In the case of outdoor goods, the aforementioned deductible is meant to be raised to € 516 for each claim. Way of reporting: the insured (single exhibitor) must: A) notify the Insurance Company and Rimini Fiera in writing within 48 hours of the claim; B) in case of theft, also immediately report it to the Public Authority (and attach it to the report).

2) CIVIL LIABILITY GUARANTEE TOWARDS THIRD PARTIES: What is insured: the civil liability belonging to the Exhibitor and its employees during the trade fair period including fitting operations (excluding loading and unloading of goods / materials) and dismantling of the stand and any demonstrations and practical tests. The other exhibitors are considered third parties. The warranty does not include damage to one's property and to goods held in any capacity.

Insurance limits: € 2,500,000 for each claim with a limit of € 2,500,000 for person who has suffered bodily injury and € 500,000 for damage to property.

PLEASE NOTE: (\*) In the event of a discrepancy, the ONLY INSURANCE DOCUMENTS BEING FAITHFUL are the EXHIBITORS 'MULTI-RISKS Policy and the CIVIL LIABILITY TO THIRD PARTIES Policy filed with IEG (Italian Exhibition Group). The insurance cost is included in the Registration Fee (see Article 6). The Exhibitor may, however, directly provide for the coverages that he deems most appropriate and convenient regardless of what was previously provided by IEG (Italian Exhibition Group). The Exhibitor, in fact, exempts IEG (Italian Exhibition Group) and Promunidi s.r.l. from any liability arising from the presence of goods, equipment, furnishings, stands, etc. at the premises of the same and deriving from the concession in use, transfer of goods or services to third parties during the Exhibition.

**Art. 21 Removal of stand**

The operations for removing the fittings and clearing out the stands can only start from 7 pm on the last day of the event and must be completed by 7 pm on the following Monday. After this deadline without the participant having completed the operations, Promunidi s.r.l. may proceed ex officio at the expense, risk and on behalf of the Exhibitor. After 30 days from the closing of the exhibition and in case of permanence within the exhibition center of goods of any kind, the option is given to IEG (Italian Exhibition Group) and Promunidi s.r.l. to have destroyed and / or sold and in any case to move elsewhere without any responsibility and without formalities whatsoever and at the expense, at the risk and on behalf of the Exhibitor, the wrecked

materials and goods, which the participant has not collected. On the proceeds from the sale, the Organizer will satisfy the amount owed by the Exhibitor and will keep the outstanding amount available to the Exhibitor for a maximum of 6 days, after which the amount will be definitively retained by Promunidi s.r.l.

#### **Art. 22 Executive technical provisions**

Participation in the Exhibition will also be governed by the rules contained in the Exhibitor Guide which will be published in the Exhibitor's reserved area and published on the exhibition website [www.expodentalmeeting.com](http://www.expodentalmeeting.com). The Exhibitor Guide is an integral part of this General Regulation.

The Exhibitor is obliged to supervise the stand for the entire duration of the event and no object may be removed before the closing of the Exhibition. In case of violation of this obligation, the Exhibitor will be charged with the application of a compensation penalty equal to 10% of the amount due for the occupation of the exhibition area.

In order to be able to leave the exhibition center with their products, Exhibitors must show an exit permit to be collected at the Organization's offices upon showing a certification of clearance of the outstanding balance.

#### **Art. 23 Industrial and intellectual property rights**

The Exhibitor acknowledges the validity (novelty and originality) and exclusive ownership of the trademarks and distinctive signs of Promunidi srl, both graphic and wording used in the exhibition, including those represented on the website [www.expodentalmeeting.com](http://www.expodentalmeeting.com), such as, for example, the wording

"EXPODENTAL MEETING" ® and the  ® logo (hereinafter, referred to as "Promunidi Brands"). The Exhibitor does not acquire any license to use the Promunidi Brands, but has the right to reproduce them in advertising documents limited to the downloadable formats in the download area of the website [www.expodentalmeeting.com](http://www.expodentalmeeting.com), always reproducing the words: "® Promunidi s.r.l." and provided that the use is descriptive of participation in the exhibition. The Exhibitor declares and warrants to exhibit original products which are not in violation of industrial and intellectual property rights of third parties.

The Exhibitor declares and guarantees to be the owner of the right to use the trademarks, designs, inventions, know-how underlying the products displayed at its stand and, if requested by Promunidi srl, the Exhibitor undertakes to deliver or formalize the registrations aimed at demonstrating ownership of these rights, before the opening date of the Exhibition. Following a third party dispute, and/or if requested by Promunidi s.r.l., after making a summary and prudential assessment, the Exhibitor must immediately interrupt (within two hours of the request), the display of products deemed to interfere with industrial or intellectual property rights of third parties, undertaking to deliver a sample or photographic evidence to Promunidi srl.

Promunidi s.r.l. will have the right to close the exhibitor's stand, including through its own representatives, in the event of failure to fulfill the order to collect the products deemed interfering pursuant to this article. The Exhibitor authorizes Promunidi s.r.l. and persons in charge to reproduce, anywhere in the world free of charge, without time limits, the brands, distinctive signs, audio and video footage, photographs of its stand, of its products or of third party products displayed at its stand.

#### **Art. 24 Express termination clause**

Promunidi s.r.l. has the right to terminate the participation agreement in the Exhibition, pursuant to art. 1456 of the Italian Civil Code, after sending to the Exhibitor - by registered letter with advice of delivery - the declaration of wanting to make use of this express termination clause, in the cases in which the aforementioned does not fulfill the obligations referred to in the following articles, in the manner established by this Regulation:

**article 3: Exhibitors / Products on display / Entrances**

**article 4: Admission Application - Down Payment**

**article 5: Represented companies**

**article 8: Prohibitions**

**article 9: Payment terms**

**article 11: Advertising**

**article 14: Exhibitors' Suppliers**

**article 15: Occupancy of the exhibition space**

**article 16: Fitting projects**

**article 17: Fitting materials**

**article 19: Obligation to make good use of the stand**

**article 21: Stand removal**

**article 23: Industrial and intellectual property rights**

Upon the occurrence of each single default, Promunidi s.r.l. has the right to apply the following sanctions to the Exhibitor, even separately and independently of the exercise of the right to terminate the exhibition participation contract:

- a. Immediate removal of unauthorized products;
- b. Immediate interruption of the supply of utilities in the stand;
- c. Exclusion of the Exhibitor from future editions of the Exhibition.

Following the termination, the Exhibitor must immediately close its stand until the end of the Exhibition with the right of Promunidi s.r.l. to take care of the shutting down of the stand by its own technicians. Promunidi s.r.l. will have the right to request compensation for any damages following the single violation and for the termination of the contract for participation in the Exhibition.

Promunidi s.r.l. it also has the right of retention, pursuant to art. 2756 of the Italian Civil Code, on all materials and goods displayed by the Exhibitor in the stand as a guarantee of the sums owed by the Exhibitor both by way of payment and by way of compensation for damage resulting from non-fulfillment and / or termination of the relationship.

**Art. 25 Force majeure clause**

For reasons beyond one's control, including the eventuality of resurgence of the spread of COVID 19 infections or for reasons of force majeure, occurring with respect to the completion of the admission procedure to the Exhibition, which temporarily prevent it from taking place or make it excessively burdensome (such as, by way of example, the issuing of authoritative measures, also for epidemiological reasons or for the protection of public health, which temporarily suspend exhibitions or postpone the times for their execution or provide for quota access to the various events or compliance with stringent operating protocols that make it temporarily impossible or excessively penalizing for the Organizer to carry out the Exhibition in the booked structure and with the times, characteristics and conditions originally agreed), the Exhibitor accepts - in compliance with the principles of good faith and loyalty in execution of the participation contract in the Exhibition or in compliance with a cooperative logic and conservation of the contractual relationship, that Promunidi s.r.l. :

- a. modifies the date of the Exhibition, decrease or extend its duration, modify the hours, reduce the number of participants and Visitors even if such changes reduce or otherwise negatively affect the Exhibitor's interest in participating in the Exhibition, withholding the down payment paid by the Exhibitor, which will be calculated on the final balance;
- b. cancel the Exhibition, with consequent termination of the participation contract. In the latter case, Promunidi s.r.l. cannot be held responsible for non-fulfillment and therefore will not be subject to any compensation obligation, limiting itself to returning the sums paid by the Exhibitors, since it is an event canceled due to the definitive impossibility of the performance pursuant to formerly art. 1256 of the Civil Code, not avoidable and not attributable to the Organizer.

In the event of the scenario referred to in this article, Promunidi s.r.l. will promptly send a written communication to the Exhibitor, informing of the situation and the decisions taken.

**Art. 26 Consent to the processing of personal data**

The data provided by the Exhibitor in the application form will be processed in compliance with the provisions contained in Regulation (EU) 2016/679. The Exhibitor, having read the information attached to this General Regulation, by signing it allows the personal data provided to be processed for administrative (billing), statistical (anonymous) and promotional purposes (catalog) of the Event.

**Art. 27 Final clauses**

**Italian Jurisdiction:** The contract for participation in the Exhibition and any legal relationship relating to it and / or connected and / or consequent to it will be governed exclusively by the Italian law in force, excluding the rules of reference to foreign laws.

**Place of jurisdiction:** the Parties agree by mutual agreement that this Regulation, as to its validity, effectiveness, interpretation, execution and possible resolution, is subject to the exclusive knowledge of the Judicial Authority of Milan, thereby expressly derogating from the ordinary distribution criteria of competing



and / or alternative courts provided for by art. 19 and 20 of the Italian Civil Code, including credit recovery actions.

**Waiver.** Any express or tacit waiver of Promunidi s.r.l. to make use of any of the agreements contained in this Regulation, that is the acquiescence to a non-fulfillment or non-compliance with an agreement, cannot be considered in any way as a waiver of the provisions of this agreement and will not prevent from requesting the fulfillment of the same or of any other agreement and to act under it or as a consequence of any other non-compliance or violation.

#### **Art. 28 Notifications**

Any notification concerning the participation contract to the Exhibition will be valid and effective if sent to the addresses specified below:

**Promunidi s.r.l. address** \_\_\_\_\_

**Exhibitor's address** \_\_\_\_\_

Milan, date: \_\_\_\_\_

The Exhibitor

\_\_\_\_\_

Pursuant to and for the purposes of articles. 1341 paragraph 2 and 1342 of the Italian Civil Code the Exhibitor declares to expressly approve the following clauses, having well understood, following careful reading, the content and effects that derive, on a legal level, from their double signing:

**art. 4: Admission Application – Down Payment**

**art. 7: Acceptance of applications and assignment of exhibition space**

**art. 8: Prohibitions**

**art. 11: Advertisement**

**art. 13: Pre-fitted stands**

**art. 16: Fitting projects**

**art. 23 Industrial and intellectual property rights**

**art. 24 Express termination clause**

**art. 25 Force majeure clause**

**art. 27 “Jurisdiction, Place of Jurisdiction, Waiver”**

Milan, date \_\_\_\_\_

Exhibitor

\_\_\_\_\_