

Kiev, 12-15 May 2010

## APPLICATION FORM

PLEASE TYPE OR PRINT ALL INFORMATION:

Closing Date **31.12.2009**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POSTAL CODE & CITY: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

PERSON IN CHARGE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

BRIEF DESCRIPTION OF PRODUCTION: \_\_\_\_\_

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**REGISTRATION FEE : € 250,00 - COMPULSORY FOR EACH EXHIBITOR AND CO-EXHIBITOR**

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### FURNISHED STAND RENTAL

- 1 open side: € 260,00 / sq.mt.
- 2 open sides: € 286,00 / sq.mt.
- 3 open sides: € 299,00 / sq.mt.
- 4 open sides: € 312,00 / sq.mt.

WE REQUIRE ..... sq.mt.

x € ..... / sq.mt.

TOTAL COST € .....

The price includes:

- row space
- carpet
- rear and side walls, fascia with company's name
- 1 table + 3 chairs
- 1 waste paper basket
- 1 electrical outlet 220V
- 1 spotlight every 4 sq.mt.
- general aisles cleaning
- general security of the pavilion

### SPACE ONLY

- 1 open side: € 220,00 / sq.mt.
- 2 open sides: € 242,00 / sq.mt.
- 3 open sides: € 253,00 / sq.mt.
- 4 open sides: € 264,00 / sq.mt.

WE REQUIRE ..... sq.mt.

x € ..... / sq.mt.

1 electrical connection 220V up to 3 Kw: € 220,00  
(compulsory)

TOTAL COST € .....

The price includes:

- row space
- 1 electrical connection 220V (3 Kw)
- general aisles cleaning
- general security of the pavilion

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### PAYMENT INFORMATION and PAYMENT SCHEDULE

- 50% to be sent with the Application Form
- 50% to be sent by 31 January 2010

All payments to be made by bank transfer to: CREDITO BERGAMASCO Agenzia 77 - Via di Corticella, 205 - 40128 Bologna  
Account No: 000000001372 - IBAN: IT 48 N 03336 02400 000000001372 - SWIFTCODE: CREBIT21077

- We hereby confirm our participation at Intertool Kiev 2010 and our acceptance of the conditions listed on the reverse side of this application form and the price conditions of the fair.
- We hereby accept the a.m. payment schedule
- The application is not valid without signature, stamp, date and place.

.....  
Place and date

.....  
Company stamp and legally binding signature

# TERMS OF PARTICIPATION FOR EXHIBITORS

## Article I - Fair Organizer

The registrant acknowledges the event organizer named overleaf (hereinafter "the organizer") as his/her contractual partner. The organizer reserves the right to change the starting date and duration of the event from those stated in this Application Form. Such changes shall not entitle the exhibitor to terminate the agreement or claim any damages.

## Article II - Entitlement to participate - exhibits

Participation in the event is open to domestic and foreign industry and commerce. Used goods of all kinds are excluded from the fair. Only registered and authorized goods may be exhibited. Failure to complete any section of the registration forms may under no circumstances be construed to the disadvantage of the organizer. The consequences of incomplete registration forms shall be solely borne by the exhibitor.

## Article III - Registration and acceptance

Registration may only take place by submission of the completed, properly executed form, overleaf. Registrations shall not become effective until received by the organizer, and shall not be binding until finally acceptance or rejection. Only registrants whose ranges of goods or services are in accordance with the character of the event will be accepted. There is no legal entitlement to acceptance. Acceptance as an exhibitor shall be confirmed in writing (space assignment), upon which confirmation the agreement between the organizer and the exhibitor shall be deemed to have been concluded. The technical guidelines for exhibitors and stand assembly firms are an integral part of this agreement and are included in the Exhibitor's Manual.

## Article IV - Exhibition charges - payment terms

Payment by exhibitors of the charges invoiced by the organizer shall be made punctually, and in full, to the organizer's account stated on the invoice. Payment terms and dates are indicated on the invoice and are legally binding. If payments terms are not fulfilled by the registrant/exhibitor, the organizer is authorised to take the reserved space back from the registrant/exhibitor.

The bank's fees are at exhibitor's charge. Offsetting of claims against the organizer is excluded. The organizers shall retain the right to assign a stand to a location other than that foreseen by the original space assignment, to make minor modifications to the stand area and to change the stand number, if necessary. Stands may not be occupied until all registration fees and stand rentals have been paid in full. The exhibitor undertakes to pay in full all charges for services (catalogue, power, water, telephone) at the settlement date indicated on the invoice. For orders of additional equipment and services placed after the deadline prices will increase by 100%.

Payment shall be made in cash or by bank transfer. In case of payment delays, interest on arrears of 1% more than the rate of interest or overdraft rate charged by the organizer's bank shall be invoiced. Charges arising from the collection by third parties of amounts owed by the exhibitor to the organizer shall under all circumstances be on the account of the exhibitor.

## Article V - Registration Fee

Registration fee is compulsory for each exhibitor and co- and sub-exhibitor and it includes entry in the official catalogue of the exhibition, invitations for visitors, passes for exhibitors

## Article VI - Stand assembly and dismantling

Stated set-up and dismantling times must be strictly adhered by both exhibitors and their contract stand assembly firm. Infringements of these fixed times shall be separately charged for, and must be agreed with the Technical Services Department. The standard exhibit height is cm 250. In exceptional cases, non-standard height may be approved in response to written applications, conditional on the organizer's agreement. All constructions, placed at more than cm 250 height and containing names and logotypes, that can be seen from the neighbouring stands must not be closer than 3 m to the neighbouring stands. In case of exhibited products with weight exceeding 5000 Kg or of pressure on the floor exceeding 900 Kg/sq.mt., the exhibitor is obliged to inform the organizer to obtain a written permission.

Hanging banners or suspended structures to the ceiling or beams of the pavilions is subject to permission and charges. The corridors of the pavilion - either in the lower and in the upper parts - must be free from any stand building elements and exhibits. In the case of double-decker stands, a surcharge of 50% of the space rental shall be imposed for the second floor. Exhibitors are obliged to comply with safety measures ordered by the industrial, building or fire inspectors forthwith and in case fines are applicable they should be paid by the exhibitors themselves at their own expenses.

## Article VII - Catalogue

All exhibitors shall consent to the inclusion of entries giving details of their companies (including any co- and sub-exhibitor). The organizer is not responsible for any mistake and/or omission.

## Article VIII - Sub-tenancies

Assignment of space and all forms of advertising on behalf of companies other than the tenant, require the agreement of the organizer. In case of sub-tenancies or even partial assignment of space, a co-exhibitor's lump-sum charge and registration fee shall be payable. Registration and a catalogue shall likewise be obligatory.

## Article IX - Liability

The organizer expressly disclaims all liability for damage to persons, or goods including exhibits or furnishings, anywhere on the premises, irrespective of cause or responsibility, and for all forms of loss, even if this damage results from defects in the organizer's buildings or furnishings, unless the said damage was deliberately occasioned by the organizer or its personnel. The above exclusion of liability in respect of all risks shall also apply to the property of a third party. This exclusion of liability extends not only to the duration of the event but also to the set-up and dismantling days, and to intervals between events. The exhibitor shall be liable in full for all damage to person or property on the exhibition site occurring in connection with its participation in the event unless the said damage was deliberately occasioned by the organizer or its personnel.

## Article X - Withdrawal from the contract

Notification of withdrawal from the event or a reduction in the exhibition space must be given in writing, with a registered letter. Withdrawal up to three months from the start of the event shall entitle the organizer to impose a cancellation charge of 50% of the exhibition charges. Withdrawal at a later juncture shall entitle the organizer to invoice for all exhibition charges including any cost already incurred as a result of orders for technical or other services. The registrant expressly accepts this cancellation charge as reasonable and undertakes to pay it without delay, not later than the settlement date indicated on the cancellation invoice. This obligation to pay shall exist whether or not the organizer succeed in letting the stand to another tenant.

## Article XI - Vis Major

In case of 'vis major' or of any other unpredictable event for which the organizer is not responsible, the exhibition could be cancelled or its date could be changed. In case of cancellation, the organizer will deduct all expenses already incurred for organizing the event and for fulfilling obligations to third parties and will then reimburse the exhibitor the remaining amount proportionally to the sum that he has already paid. The organizer is entitled to invoice for all exhibition charges including any costs already incurred as a result of orders for technical or other services of the exhibitor. The organizer will not be liable for damages that for any reasons could be claimed.

## Article XII - Advertising material - retail sales - samples

Printed and other advertising material may not be distributed beyond the confines of the stand. Advertising outside the stand is subject to permission and charges. Retail sales, and all transfers of goods and samples for payment are subject to authorization by the organizer.

## Article XIII - Promotion

All kinds of promotion are subject to the organizer approval. Audio promotions and the use of music creating noise and disturbing the neighbouring exhibitors are forbidden.

## Article XIV - Exhibitors' claim

The exhibitor undertakes to notify the organizer of all deficiencies immediately, supplying proof thereof, and to give the organizer an opportunity to rectify the said deficiencies. Failure to do so shall invalidate all claims. The organizer must be notified in writing of all claims by the exhibitor not more than 14 days after the end of the event; claims made later shall be deemed to have lapsed.

## Article XV - Place of settlement and jurisdiction

The place of settlement in respect of all liabilities arising from participation in or attendance of the fair shall be Bologna. The parties agree with Bologna as the place of jurisdiction for all disputes arising from this contract. All fees arising from participation in the event shall be borne by the exhibitor.