

offices as is also indicated in the extract of the emergency contingency plan.

Exhibitors are advised to inform any collaborators or contractors of the rules and provisions in force within the Fairgrounds and of indications pertaining to the emergency plan, as well as notifying any information relative to safety that will be provided.

Exhibitors are also reminded that relations with suppliers (stand constructors and personnel not belonging to the exhibiting company) must comply with Italian Decree Law no. 626 of 19.9.1994 and subsequent amendments and additions, in accordance with the provisions contained in Art. 7 with regard to contracts.

Moreover, the Exhibitor shall notify, by means of a form that will be included in the "Exhibitor's Manual", the name(s) of the person(s) in charge of the stand during setting-up, exhibition and dismantling and, for all organizational aspects, the name(s) of the company(ies) involved in all aforementioned stages. The Exhibitor bears full responsibility for co-ordination and compliance with rules and regulations.

The Exhibitor is responsible for compliance with all aforementioned regulations and hereby relieves Fiera Milano Spa and the Organisers from any request for damages they should receive from third parties due to failure to comply with said rules.

Liability

Exhibitors is liable, in case of negligence or fault, for any damage caused to any person in relation to their participation in the exhibition, directly by their Personnel, by materials or vehicles introduced into the Fairgrounds.

Exhibitors must in all cases notify, using the special form which will be enclosed with the "Quaderno dell'Espostore/Exhibitor's Manual", the name of the person responsible for prevention and protection services and of the person responsible for the safety of the stand during setting-up, exhibition and dismantling operations.

29. OPERATION OF EXHIBITED MACHINERY

Machines and equipment can operate with no restrictions provided that:

- they do not cause inconvenience to neighbouring Exhibitors and to visitors with irritating noises, heat, vibrations, solvent pollution and so on

- **they are placed at a minimum distance of 100 cm from the edge of the stand**

- **they comply with EU Directives in effect with regard to the safety of machinery (98/37/CE). As a result, machinery shall bear the EC mark with the characteristics provided for by said Directive**

- Exhibitors may exhibit and operate machines that do not comply with the EC Directives provided that a notice clearly states the non-conformity of such machines and that they cannot be bought before being made compliant (Art. 2, clause 3, EC Directive 98/37/CE)

- if for reasons of demonstration, inspection or maintenance it is necessary to operate machines with protection devices disabled, Exhibitors will have to take suitable safety measures (movable barriers, rigid protection shields, and so on) in order to ensure a level of protection equal to that requested by the regulations. However, removed protections will have to be placed close to the machine in a clearly visible position.

- **for machines and equipment in operation, for which a test is requested by law, a special certificate must be issued by the relevant Authorities (ISPESL-ASL); the certificate must be shown in case of inspection by the competent Authorities and by the relevant Bodies.**

All other rules indicated in the "Technical Regulations" booklet must also be complied with. The Exhibitor assumes all responsibility for damages to persons or things caused by the operation of machinery exhibited on the Exhibitor's own stand. In the event that the responsible Authorities should deem the situation to be dangerous, the electricity supply will automatically be cut off until normal safety conditions are restored.

30. PAYMENT OF STATEMENT OF ACCOUNT – EXIT PASSES

The days before the closure of the Exhibition, the Fiera Milano Spa Administration will provide a list of all the invoices issued for additional services and supplies, as well as any other charges. The statement of account shall be delivered directly to the stand. Payment can be made, presenting the statement of account, at any bank branch in the Fairgrounds. Upon payment the "Exit Passes" will be made valid, which, duly completed – shall be presented to the Security Officers at the Fairgrounds' gates. Additional Exit Passes may be requested from SATE. **Each time material is taken out, one "Exit Pass" must be presented.**

31. DAMAGE CAUSED BY THE EXHIBITORS

Exhibitors are responsible for all damage caused to the structures and equipment placed at their disposal. Stands must be returned in their original condition, and must be checked by the Pavilion Technical Assistance Office (SATE). All expenses incurred in the course of repairs to make good any modifications or damage will be charged to the Exhibitor.

E) RIGHT OF SEIZURE. AMENDMENTS TO THE REGULATIONS. FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES. CLAIMS. SPECIAL RESOLUTIVE CLAUSE. COURT OF JURISDICTION. LEGISLATIVE DECREE 196/2003 – USE OF PERSONAL DATA. LIST OF APPROVED PRODUCT SECTORS.

32. RIGHT OF SEIZURE

Ipack-Ima Spa and Fiera Milano Spa, reserve the right to prevent goods from leaving the Fairgrounds in the case of a breach of contractor offence committed outside the terms of the contract by the Exhibitor, Ipac-Ima Spa and Fiera Milano Spa shall not be responsible for any fact or damage to goods directly or indirectly incurred in the application of this right.

33. AMENDMENTS TO THE REGULATIONS

The Organisers reserve the right, even notwithstanding the present Rules and Regulations, to establish further terms and conditions which in their opinion will enable them to better manage the Exhibition and its services. Such terms and conditions have the same binding authority as the present Rules and Regulations.

Should an Exhibitor fail to comply with the current Rules and Regulations, the Organisers reserve the right to expel the said Exhibitor from the Exhibition. In such a case, the Exhibitor has no right to any form of reimbursement or compensation.

34. FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES

In unforeseeable circumstances and by force majeure the Exhibition dates may be changed or the Exhibition itself may be cancelled. The Organisers will notify the operators of the sectors concerned.

In this last case, any remaining sums, once all obligations have been fulfilled, shall be reimbursed to Exhibitors in proportion to the individual payments made. By registering for the Exhibition the Exhibitors waive all rights to claim damages or compensation from the Organisers and the Promoters for events which can be attributed even indirectly to force majeure or unforeseeable circumstances.

35. CLAIMS

Any claims must be made in writing to Ipac-Ima Spa, whose decision, which is made in the interests of the Exhibition, is final.

36. SPECIAL RESOLUTIVE CLAUSE

The Organisers reserve the right to cancel the participation contract with immediate effect in accordance with Art. 1456 of the Italian Civil Code solely by means of a written notification to the Exhibitor, in the case of breach of any of the provisions set out in Art. 4, 5, 6, 7, 9, 10, 11, 12, 17, 18, 24, 26, 27, 28 and 29.

37. COURT OF JURISDICTION

The Court of Milan has jurisdiction over any dispute or contentious business arising.

THE ITALIAN TEXT OF THESE RULES AND REGULATIONS WILL BE THE SOLE VERSION VALID FOR LEGAL PURPOSES IN CASE OF ANY DISPUTE ARISING FROM THEIR INTERPRETATION, APPLICATION OR PERFORMANCE.

38. LEGISLATIVE DECREE 196/2003 USE OF PERSONAL DATA

In accordance with Art. n. 13 of Italian Legislative Decree n. 196/2003 (law on the use of personal data) in signing the Application Form the Exhibitor agrees that his personal data be used for statistics and promotional purposes and that said data be communicated (in particular to Ipac-Ima Spa and to Fiera Milano Spa, which acts as a Treasury Office and to Expopage Spa) and diffused for the same purposes.

39. LIST OF APPROVED PRODUCT SECTORS

The Exhibitors should indicate in the relevant box on the Application Form, the **letter (one only)** corresponding to the **exhibiting sector that is most appropriate** to their products and the number (one only) corresponding to the main **market sector for their products**. Exhibitors with products in more than one sector should indicate the one of **greatest importance**.

e.g.: a manufacturer of processing technologies mainly applied to bread, confectionery and pharmaceutical industries (provided that the most important is pharmaceutical and the less important is the bread industry) will have to fill in the relevant boxes on the application form as follows:

exhibiting sectors: C
target markets: 32-13-8

Exhibiting Sectors

- A. Machines and equipment for primary and secondary packaging
- B. Materials and packages for primary and secondary packaging
- C. Processing technologies
- D. Auxiliary equipment, accessories and components
- E. Packages production machines
- F. Systems for labeling, coding and marking; automatic traceability and identification systems
- G. End of line systems, handling, stocking and logistics technologies and services
- H. Contract packaging
- I. Services and consultancy for industrial plant engineering and management
- J. Associations, Institutes, Trade Press

Target Markets

1. FOOD INDUSTRY

2. Solid Foods

- 3. dairy
- 4. canning
- 5. edible oils and fats
- 6. fruits and vegetables
- 7. coffee
- 8. bread, biscuits, breadsticks, pastries, pizza, etc. (grain based food)
- 9. rice
- 10. tea
- 11. meat
- 12. dry and fresh pastas (grain based food)
- 13. confectionery
- 14. animal feeds
- 15. flour milling (grain based food)
- 16. pet foods
- 17. ready meals

18. Liquid and semi-liquid food:

- 19. baby foods
- 20. oils
- 21. soft drinks
- 22. milk and deriving semi-liquid products (e.g. yogurt)
- 23. beer
- 24. mineral waters

25. NON FOOD INDUSTRY

- 26. chemical / petrol-chemical
- 27. cosmetic
- 28. tissue
- 29. paper
- 30. detergents
- 31. small metal parts and gadgetry
- 32. pharmaceutical
- 33. para-pharmaceutical and / nutraceutical
- 34. textile
- 35. construction industry
- 36. consumables

Signature and company stamp

Date _____

In accordance with Art. 1341/42 Italian Civil Code, we hereby accept and sign the following articles: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39 of these Rules and Regulations.

Signature and company stamp

Date _____



FIERAMILANO RHO - MILAN - ITALY 24-28 MARCH 2009

**PROCESSING, PACKAGING
AND MATERIAL HANDLING**

Organized by: Ipack-Ima Spa
corso Sempione 4 - 20154 Milano - Italy
tel. +39 023191091 - fax +39 0233619826
e-mail: ipackima@ipackima.it - www.ipack-ima.com
P. IVA e C.F.: 01620110153
ipack•ima

RULES AND REGULATIONS

A) GENERAL CONDITIONS

1. EXHIBITION TITLE

The official title is "IPACK-IMA 2009 - Processing, Packaging and Material Handling".

2. ORGANISERS, PROMOTERS, DATES AND LOCATION OF THE EXHIBITION

IPACK-IMA 2009 is organized by Ipack-Ima Spa (corso Sempione 4 - 20154 Milano - Italy - tel. +39 023191091 - Fax +39 0233619826 - email: ipackima@ipackima.it) in collaboration with Fiera Milano Spa.

The Exhibition will take place at the Milan Fairgrounds (Rho) **from 24th to 28th March 2009.**

3. EXHIBITION HOURS

The Exhibition is open to trade operators (by invitation or on a paying basis and registered in advance) from **10.00** am through **6.00** pm, daily from Tuesday, 24th March to Saturday, 28th March 2009. The Organisers reserve the right to alter the hours of the Exhibition at their discretion, to cater to the visitors' needs.

During opening hours Exhibitors must ensure their presence on the stands.

4. PRODUCTS ADMITTED TO THE EXHIBITION

Only new machinery, devices and equipment, included in the list of product sectors (as detailed in Art. 39), shall be admitted to the Exhibition. This list must be considered as an integral part of these Rules and Regulations. No used, reconditioned or reassembled machinery or equipment shall be admitted. No written advertising or any other form of promotion of used, reconditioned or reassembled machinery and equipment shall be permitted. Any machinery or equipment that does not correspond to any of the product sectors included in the attached list, Art. 39, shall be immediately removed from the Exhibition Center at the Exhibitor's own risk and expense.

5. EXHIBITORS

Both Italian and foreign Manufacturers, Representatives, Agents and Dealers of the goods included in the attached list of product sectors (Art. 39) shall be admitted. All Italian Exhibitors must provide written proof of registration with their local Chamber of Commerce by sending the original or an authenticated copy of their registration.

Foreign Exhibitors shall produce an equivalent document proving they belong to one of the sectors included in the list attached to the present Rules and Regulations (Art. 39).

6. DECLARATION OF REPRESENTATION

Applications presented by Agents, Representatives or Exclusive Vendors and/or subsidiaries of foreign Parent Companies **must be accompanied by the completed form "List of Firms Represented and/or Foreign Parent Company"**.

Furthermore

• For foreign firms represented

In compliance with new regional regulations with regard to the international nature of exhibitions, all Agents, Representatives or Exclusive Vendors of foreign companies must send, together with the completed form "List of Firms Represented and/or Foreign Parent Company" a declaration on the headed letter paper of the company represented, signed by a legal representative of that company, attesting to the exclusivity of the agency or detailing any other representatives for the Italian territory. This declaration shall also include the consent of the foreign company to use its data under Art. 23 of Italian Law n. 675/96 as amended under Legislative Decree n. 196/2003.

• For Italian firms represented

A declaration must be supplied on the headed letter paper of the company represented, signed by a legal representative of that company and attesting to the existence and permanency of the relationship with said company. This declaration shall also include the consent of the represented firm to use its data under Art. 23 of Italian Law n. 675/96 as amended under Legislative Decree n. 196/2003.

All Applicant Companies must give written notice of any variation or

addition to the "List of Firms Represented and/or Foreign Parent Company".

Any omission, on the part of an Applicant Company of the name or names of a firm or firms in the "List of Firms Represented and/or Foreign Parent Company" will automatically exclude said firm or firms from appearing in any way (including in respect of the presence of their names, trademarks or products) as Exhibitors at the stand or in the Official Catalogue of the Exhibition.

Should the above conditions be infringed, the Organisers will request that the Applicant Company takes steps to regularize its position and, if the infringement persists, the Organisers will be entitled to proceed with the erasure and/or removal from the stand of the name and trademarks of the firm represented and its products, entirely at the liability, risk and expense of the stand holder.

7. CO-EXHIBITORS

Co-Exhibitors are companies that exhibit or are present at the stand that has been booked by another Exhibiting Company. These companies are considered Co-Exhibitors even if they have close economic and organizational relations with the stand holder. The acceptance of a Co-Exhibitor must be requested in writing by the stand holder. Each stand holder may not have more than one Co-Exhibitor. The Co-Exhibitor shall pay a co-exhibition fee in the amount of € 1,200.00 + VAT (which includes a contribution for the Expopage multimedia service).

Co-Exhibitors shall be admitted to the exhibition by signing for approval these Rules and Regulations, and by completing the application form to be signed by its Legal Representative as well as by the Legal Representative of the stand holder. Ipack-Ima will mail said application form upon request of the stand holder.

It is well agreed that only the stand holder is entitled to book the exhibition services. Should the Co-Exhibitor need the said exhibition services, he will have to require them through the stand holder. If the Co-Exhibitor wishes to withdraw from the exhibition, after having received the acceptance of the application, the Organisers shall retain the full co-exhibiting registration fee as a fine.

The stand holder is nonetheless responsible with the Co-Exhibitor for the payment of his share of the co-exhibition fee. Hosting a Co-Exhibitor without the Organisers' consent shall authorize the latter to terminate this contract immediately de facto and due to the negligence of the Exhibitor and request him to clear out the stand at his own expense.

The following services are included in the Participation Fee of Co-Exhibitors:

- official exhibition catalogue entry
- 1 copy of the official exhibition catalogue
- promotional self-adhesive stickers
- 3 Exhibitor entry passes to be utilized during the exhibition

B) APPLICATION FORM. PARTICIPATION FEE. VARIOUS COMPULSORY SERVICES. OPTIONAL SERVICES. PAYMENTS OF REGISTRATION FEE, DOWN PAYMENTS AND BALANCE. SERVICES INCLUDED IN THE PARTICIPATION FEE. STANDS ALLOCATION. REDUCING THE EXHIBITION SPACE/CANCELLATION OF PARTICIPATION. ACCEPTANCE OF THE RULES AND REGULATIONS. EXHIBITION CATALOGUE.

8. APPLICATION FORM

The Application Form, prepared on a special form, shall be duly completed and signed by the Legal Representative of the Company and addressed to Ipack-Ima Spa - Corso Sempione 4 - 20154 Milan - Italy.

All companies having returned their Application Form by **March 31, 2008** and having been accepted in terms of their product sector and goods to be exhibited, shall be admitted to the Exhibition. Applications received after the above date shall be considered and accepted according to the availability of space.

Ipack-Ima Spa reserves the right to refuse admission to the Exhibition, should they consider that an Applicant fails to meet the requirements set by law, by these Rules and Regulations or by the Technical Regulations, including any modifications or additions made thereunto. Admission to the Exhibition shall also be refused to applicants who have outstanding debts with the Organisers.

Applications for less than **20 m²** shall not be accepted except in the case of the trade press, for which bookings for smaller areas are permitted. Group participation is permitted if justified by group links;

each individual company may not however occupy an area smaller than the minimum allowed and must pay the registration fee.

The Application form - unconditionally and without reservation - shall be valid only if duly stamped and signed where indicated by the legal Representative of the company or by a representative with equal power. Attached to this Application Form, copies of the deposits paid, this General Rules signed by the Legal Representative or by a representative with equal powers, and the photocopy of the registration certificate in the company's register shall be included. Once the Application Form is received, Ipack-Ima Spa shall send the letter of acceptance (acceptance).

9. PARTICIPATION FEE

Upon submission of the Application Form, Exhibitors are expected to pay:

- **Registration Fee for official stand holder of € 400.00 + VAT** (which includes a contribution for the Expopage multimedia service).
- **Registration Fee for represented company (if any) of € 250.00 + VAT**
- **Raw area** - The cost of the non-fitted area per square meter for companies that register by **March 31, 2008** is:

from 20 to 50 m ²	€ 205.00/m ² + VAT
from 51 to 100 m ²	€ 200.00/m ² + VAT
from 101 to 200 m ²	€ 195.00/m ² + VAT
more than 200 m ²	€ 184.00/m ² + VAT

For companies registering **after March 31, 2008**, the cost of the non-fitted area per square meter will be increased as follows:

from 20 to 50 m ²	€ 225.00/m ² + VAT
from 51 to 100 m ²	€ 220.00/m ² + VAT
from 101 to 200 m ²	€ 215.00/m ² + VAT
more than 200 m ²	€ 202.00/m ² + VAT

Example of costs (fee brackets) for a requested area of 280 m² with registration by March 31, 2008:

50 m²

50 m² x € 205.00/m² = € 10,250.00 + VAT
from 51 to 100 m²
 50 m² x € 200.00/m² = € 10,000.00 + VAT
from 101 to 200 m²
 100 m² x € 195.00/m² = € 19,500.00 + VAT
more than 200 m²
 80 m² x € 184.00/m² = € 14,720.00 + VAT

Total fee = € 54,470.00 + VAT

• **Open sides** - On the basis of the type of stand assigned the following increase will be applied:

• stand with 2 open sides	€ 1,200.00 + VAT
• stand with 3 open sides	€ 1,800.00 + VAT
• stand with 4 open sides	€ 2,400.00 + VAT

9A. VARIOUS COMPULSORY SERVICES

To simplify participation in the exhibition, a flat rate has been introduced covering the following **"various compulsory services"**:

- installation of power up to 10 KW single-phase
- stand cleaning
- municipal advertising tax (see Art. 25)
- fire extinguisher (one or more according to the occupied number of square meters)
- author's rights from any audiovisual installation at the stands subject to taxation.

The above tax shall not cover live performances (with singer and/or music instruments) for which the Exhibitor must directly pay at the SIAE offices of his municipality. The tax also includes all rights in compliance with articles 72 and 73bis Law 633/1941 due to the artists and phonographic producers who directly hold the registration rights, and, on their behalf SCF - Società Consortile Fonografica Spa. The rights held by artists, interpreters and executors and phonographic producers in compliance with article 73 of the above Law for the dissemination of phonograms and music videos during fashion shows, DJ with or without dancing facilities, are excluded.

For this reason, the organizers of said event are required to contact SCF – Società Consortile Fonografici Spa, Via Leone XIII, 14 – Milano – in order to fulfill the obligations according to the ruling laws.

The fee for "various compulsory services" (€ 5.47/m² + VAT) will be invoiced together with the balance of the participation fee.

9B. OPTIONAL SERVICES

Fully Furnished Stands

In order to facilitate participation in the exhibition, Exhibitors will be able to choose a standard standard fully furnished stand (up to 60 m²) at the rate of € 85.00/m² + VAT (to be added to the floor surface rates). More details are contained in the leaflet attached to the Registration Form.

The fully furnished stands cannot be waived after 20 February 2009. Should the Exhibitor waive after said date, he shall nonetheless pay the amount due for setting the stand (€ 85.00/m²).

Double Deck Area

Construction of raised decks will be permitted in all Pavilions (except for pav.8) under the following conditions:

- raised decks can only be built over stands having 3 or 4 open sides with a floor area of not less than 150 m²
- the double-deck area must not take up more than 30% of the floor area and cannot be used for exhibition purposes.

The above conditions are to be considered as modifications/cancellations to the provisions set forth by Fiera Milano Spa that will be mailed to the Exhibitors.

Any raised deck area shall be invoiced at the fee of € 165.00/m² + VAT. Further technical provisions for the building of raised decks will be subsequently notified to those Exhibitors who have reserved a double-deck area when submitting the Application Form.

10. PAYMENTS OF REGISTRATION FEE, DOWN PAYMENTS AND BALANCE

Upon submission of the Application Form Exhibitors shall pay:

- **Registration Fee** for the stand holder of € 400.00 + VAT (including a contribution for the Expopage multimedia service) together with **1st down payment** of the stand rate equal to € 80.00 + VAT for each m² of floor space requested;

By and not later than July 15, 2008:

- **2nd down payment** of the stand rate equal to € 80.00 + VAT for each m² of floor space requested;

For enrolments after 15 July 2008 Exhibitors are expected to pay registration fee together with 1st and 2nd down payment.

Before and not later than 15 days after

the date of approval of the plan for installation of a raised deck the Exhibitor is expected to pay:

- **down payment** of the space rate equal to € 90.00 + VAT for each m² of double deck platform surface requested;

By November 30, 2008

Exhibitors shall pay the **balance of the participation fee** (in terms of area), the Registration Fee for each firm represented and/or Foreign Parent Company (if any), "Various Compulsory Services" (as per Art. 9A), Fully Furnished Stand (if chosen), as stated in the notification of stand allocation.

In case of failure to meet these terms Fiera Milano Spa, on behalf of the Organisers, can prevent materials to be exhibited from entering the Fairgrounds.

The registration fee for each Co-Exhibitor (should there be one) is € 1,200.00 + VAT and it has to be paid upon submission of its proper Application Form.

The above is payable by **non-transferable cheque** made out to **Fiera Milano Spa** and sent to Ipack-Ima Spa (Corso Sempione 4 - 20154 Milan, Italy), or by **bank transfer** to current account in the name of **Fiera Milano Spa by the bank Banca Nazionale del Lavoro - ag.13 - Milano - IBAN: IT84M0100501613000000 17709 - BIC/SWIFT: BNLI IT RR. Please, note that the description of payment must be IPACK IMA 2009.**

Fiera Milano Spa is acting Treasurer to the Exhibition. In case of bank transfer payment, Applicants must enclose with the Application Form a photocopy of the payment document, stamped by the bank.

VAT at 20% or other current rate is payable in respect of the above amounts.

Foreign Exhibitors interested in obtaining refunds of VAT can get in touch with Cash Back Italia Srl – phone + 39 0220521465 – fax +39 0220521439 –

www.unitedcashback.com or can contact Agenzia delle Entrate – Operation desk of Pescara (only for Exhibitors coming from EU Countries, Switzerland and Norway) – phone +39 0855771 – fax + 39 08552145

11. SERVICES INCLUDED IN THE PARTICIPATION FEE

- stand number sign
- official exhibition catalogue entry
- 1 copy of the official exhibition catalogue
- promotional self-adhesive stickers
- technical assistance to Exhibitors during exhibition setting-up and dismantling
- entry passes for the Exhibitors on the basis of the number of square meters of stand space allocated, according to the following quantities:

- up to 50 m ² :	10 passes
- from 51 to 100 m ² :	20 passes
- from 101 to 300 m ² :	30 passes
- over 301 m ² :	50 passes

- entrance permits for the staff and vehicles to enter the fairgrounds before and after the Exhibition by the online pre-accreditation procedure that will be better detailed with special letter e-mailed by Fiera Milano.

The participation fee by square metre includes the renting fee of the exhibiting stand, the services detailed in the regulations as well as any complementary events arranged by the Organizers as far as seminars, conferences, celebrations and happenings are concerned, as provided for by the exhibition programme. This also includes welcoming delegations and the trade, Italian and foreign governmental authorities, speakers.

12. STAND ALLOCATION

When allocating stands, based on technical needs, the general purpose of the exhibition and wherever possible, the Organisers will take into consideration requests made in the Application Forms. In assigning stands, priority shall be given to Application Forms received within March 31, 2008.

Notification of stand allocation shall be forwarded to the Exhibitor by **15 October, 2008** on condition that the Exhibitor has complied with the terms of down payments as set out in Art. 10 above and, in the case of Agents, Distributors and Representatives, that the "Declaration of Representation" has been sent to the Organisers, as per Art. 6 above.

However, for serious and proven technical / organizational reasons in the overall interest of the Exhibition, or for reasons beyond their control, the Organisers may change, reduce, modify or move stands to other halls. The Exhibitor shall have no right to claim any refund or compensation under any circumstances whatsoever. Should the Exhibitor, for technical / organizational reasons, be assigned a stand with a greater number of open sides than requested, the additional charges for such open sides will be payable by the Exhibitor. Exhibitors are not allowed to cede part or all of their stand to another party, even if there is no charge involved. Products or companies that have not been mentioned in the Application Form and relevant enclosures shall not be advertised in the stand.

The **"Technical Specifications Form"** will be sent to all registering companies and shall be returned to Ipack-Ima Spa within **March 31, 2008**. Failure to return the form or incomplete forms will prevent stand allocation.

13. REDUCING THE EXHIBITION SPACE/CANCELLATION OF PARTICIPATION

13A. REDUCING THE EXHIBITION SPACE

If the Exhibitor wishes to reduce the exhibition space (requested in the Application Form) after receiving the letter of acceptance from Ipack Ima Spa, he shall notify the Organisers by fax (+39 0233619826). In this case, for any excess payments made for the new space, the advance payment shall be retained by the Organisers as a fine.

13B. CANCELLATION OF PARTICIPATION

a) before Acceptance of the Application for Participation
If the Exhibitor wishes to withdraw from IPACK-IMA 2009, before having received the official letter of Acceptance by Ipack-Ima Spa, he should notify the Organisers by fax (+39 0233619826). The Organisers will refund the 1st down payment but will retain the **registration fee (€ 400.00 + VAT) as a fine.**

b) after Acceptance of the Application for Participation and until 14 July 2008

If the Exhibitor wishes to withdraw from IPACK-IMA 2009, after having received the official letter of Acceptance by Ipack-Ima Spa, and until 14 July 2008, he shall notify the Organisers by registered letter. The Organisers shall retain the 1st down payment and registration fee (€ 400.00 + VAT) as a fine.

c) between 15 July 2008 and Notification of Stand Allocation

If the Exhibitor wishes to withdraw from IPACK-IMA 2009 between 15 July 2008 and the date he receives official notification of stand allocation, he shall notify the Organisers by registered letter. The Organisers shall retain the 1st and 2nd down payments and registration fee (€ 400.00 + VAT) as a fine.

d) after receiving Notification of Stand Allocation

If the Exhibitor wishes to withdraw from IPACK-IMA 2009 after he receives official notification of stand allocation, he shall notify the Organisers by registered letter. In this case, the Exhibitor shall pay the Organisers a fine amounting to the entire participation fee for the exhibition area that has already been allocated and notified. Instead, if the Organisers re-sell the Exhibitor's area, they shall nonetheless retain a fine amounting to the 1st down payment for the area as well as the registration fee (€ 400.00 + VAT).

14. ACCEPTANCE OF THE RULES AND REGULATIONS

By signing the Application Form, the Exhibitor formally accepts these Rules and Regulations, the "Technical Regulations" booklet of Fiera Milano Spa and any subsequent executive provisions adopted as additions, exceptions or amendments.

15. EXHIBITION CATALOGUE

The Organisers are responsible for the production of the official exhibition catalogue.

The information required for compilation of the catalogue will be supplied by Exhibitors, entirely at their own responsibility, using the form provided for the purpose.

Ipack-Ima Spa, while assuring the utmost care in the production of the catalogue, disclaims all responsibility for any errors or omissions that may occur.

C) UNLOADING AND RESHIPPING OF MATERIALS. TEMPORARY IMPORTATION. DECLARED VALUE AND INSURANCE. ALL-RISKS - EXHIBITOR'S PROPERTY POLICY. THIRD PARTY PUBLIC LIABILITY POLICY. LIABILITY RESTRICTIONS.

16. UNLOADING AND RESHIPPING OF MATERIALS

All operations related to the introduction of machines, exhibits and stand construction materials into the Fairgrounds, their unloading, their positioning in the stand, their setting-up and dismantling and their reshipping are at the Exhibitor's own risk and expense. For such operations the Exhibitor may use his own shipping agent. However, within the Milan Fairgrounds, the Exhibition has an Official Transport Delegation supplying all the necessary services according to the terms and conditions as laid out in the "Technical Regulations" booklet.

Exhibitors are advised that only vehicles equipped with pipes for conveying their engine exhaust fumes to the outside are permitted to operate inside the Exhibition Halls for unloading of machinery.

17. TEMPORARY IMPORTATION

In compliance with the laws currently in force, Exhibitors leasing exhibition facilities may temporarily import into the Fairgrounds foreign goods duly listed on the Application Form. All expenses related to custom duties are to be paid by the Exhibitor.

18. DECLARED VALUE AND INSURANCE Declaration of value

It is compulsory for the Exhibitor to declare the "effective value" of goods, machinery, equipment and items for setting up the stand, which the latter intends to bring into the Fiera Milano grounds, also on behalf of represented firms, using the specific compulsory form; failure to send in the notification of value will be interpreted as acceptance of the minimum capitals pursuant to the following "Insurance" clause.

In the case of claims, should the value declared by the Exhibitor fail to correspond to the value of the insured objects, the insured value will anyhow be considered as the one declared by the Exhibitor. All save for provisions given under article 1907 in the civil code, for the purpose of eventually applying the "proportional criteria" to compensate damages. Always given the faculty of Fiera Milano Spa to control the declarations.

Insurance

All-Risks - Exhibitor's Property policy (excluding risk of terrorism and sabotage)

1. Goods, materials, items for setting up the stand and equipment brought into Fiera Milano by the Exhibitor are required by the Organizer and Fiera Milano Spa to be covered by an all-risks type of insurance policy with waiver to claim reimbursement against third parties, therein included Fondazione Fiera Milano, Fiera Milano Spa, relevant associated companies, the Organizer and third parties anyhow concerned with the organization of the Exhibition.

Said insurance coverage will be furnished by Fiera Milano Spa for a minimum capital of € 25,000.00 and the relevant sum of € 84.00 + VAT will be debited by Fiera Milano Spa, together with the issuing of the participation fee invoice of the Organizer.

By compiling and signing the "INS" form, the Exhibitor will be given the possibility of increasing the capital automatically lent.

Coverage includes the stipulation of a 10% insurance exclusion against each claim in the event of theft, with a minimum of € 250.00, to be redoubled after the Exhibition has closed down.

2. The Exhibitor will be informed about the coverage by receiving the insurance certificate at the stand.

3. Exhibitors who have already taken out their own all risks insurance, valid for trade fairs and exhibitions, to guarantee goods, machinery, equipment and items for setting up the stand brought into the Fiera Milano grounds, with a clause to waive claims for reimbursement against Fondazione Fiera Milano, Fiera Milano Spa, relevant associated companies, the Organizer and third parties anyhow concerned with the organization of the Exhibition, are anyhow required to sign and return the special form, attaching a declaration signed by their own legal representative and the insurance company that the aforementioned property has been covered by an all-risks guarantee for a sum of no less than the one considered hereto (see facsimile included in the INS form). In this case, Fiera Milano will issue the relevant credit note.

Third Party Public Liability Policy

The limit of liability is not less than € 100 million Fiera Milano will automatically provide all Exhibitors with said insurance, free of charge, including the latter by a special agreement in its own general policy, which considers a ceiling of no less than € 100 million.

19. LIABILITY RESTRICTIONS

Fiera Milano and the Organisation shall not be held liable for any consequential damages, damages to image, loss of turnover, etc. The Exhibitor and the Co-Exhibitor (if any) agree that Fiera Milano and the Organizer will also limit own liabilities for direct damages to the declared value of goods in Fiera Milano grounds for the Exhibition.

The declaration of value pursuant to the above paragraph will be used as evidence to this end.

The Exhibitor agrees to said limits to liability.

lpack-Ima Spa and Fiera Milano Spa disclaim all responsibility for any kind of damage caused by action and/or fault of the Exhibitor or any Co-Exhibitor or their personnel and by events of any type or kind and/or by third party.

D) TECHNICAL SERVICES AND SURVEILLANCE.

AVAILABILITY AND DATES OF CONSTRUCTION OF STANDS. STAND FITTINGS, HEIGHTS AND HANGING LOADS. DISMANTLING OF STANDS. PROMOTIONAL AND ADVERTISING ACTIVITIES. CITY COUNCIL ADVERTISING TAX. PHOTOGRAPHS, FILMING OF VIDEOS AND DRAWINGS. PROHIBITIONS. STAND SAFETY. OPERATION OF EXHIBITED MACHINERY. PAYMENT OF STATEMENT OF ACCOUNT – EXIT PASSES. DAMAGE CAUSED BY EXHIBITORS.

20. TECHNICAL SERVICES AND SURVEILLANCE

Within the limits of the existing installations, the supply of electricity (see Art. 9A - Various Compulsory Services), water, compressed air and other technical services is assured. The Exhibitor is responsible for the costs of connection and consumption.

General surveillance of the halls (but not of single stands) is provided by Fiera Milano Spa.

During the opening hours of the Exhibition, the Exhibitor is responsible for the security of his stand.

Full details of the above and other services offered by the Fairgrounds are laid out in the "Technical Regulations" booklet.

21. AVAILABILITY AND DATES OF CONSTRUCTION OF STANDS

The stands will be available from:

• **From Monday 16 March to Monday 23 March 2009** (including Sunday 22 March) from 7.30 am to 6.30 pm (the exhibition halls will be closed March 23 at 6.00 pm. Vehicles shall be admitted from 7.00 am (March 23, the entrance for vehicles will be permitted till 3.00 pm)

• On March 23 – exhibition eve – it will be strictly forbidden to:

- Have access with setting materials;
- Continue setting-up operations over the established closure time

Extension of hours

Any proven need for limited extension to the set opening hours will be examined by the Pavilion Assistance Service (SATE), which will endeavour to meet such requests within the limits of the technical and organizational possibilities and on condition that sufficient advanced notice is given and a penalty charge is paid.

Setting-up and arrangement of goods must however be

completed by 6 pm on the day before the opening day of the Exhibition. For technical and organizational reasons this deadline shall be considered as final.

The availability of the furnished stands will be notified by the Organisers by a specific communication.

Stands that have not been set-up **by 6.00 pm on March 23** may be disposed of by the Organisers, but in any event the Exhibitor will be charged for the participation fee and costs of any services provided. For reasons of uniformity, stand fittings and furnishings must comply with the regulations, which will be provided following the notification of stand allocation. Any unauthorized exceptions to these regulations may result in the charging of a fee by the Organisers, and exclusion from future editions of the Exhibition.

22. STAND FITTINGS, HEIGHTS AND HANGING LOADS

The maximum allowed heights inside halls are as indicated below:

For stand erection:

- Partition and side walls: 3.5 m
- Graphics, brands and illuminated banners, trusses (without logos or graphics): 6 m (**above limit**)
- Other structures or internal walls: 5 m

For demonstration areas: 5 m

For Video Wall: 5 m

Exceptions to height of displays

Exceptions to the maximum allowed height of displays may be granted – in writing only - provided that:

- a. The Organisers consider the stand area sufficient to justify the request;
- b. a minimum distance of 1.5 m is kept from the technical installation of the hall enabling easy access;
- c. the display does not disturb or cover overhead signs positioned by Fiera Milano Spa;
- d. designs exceeding a surface area of 100 m² and/or exceeding the limit of 3.5 m with any type of graphic structure or wall are submitted to the Organisers or to the Fiera Milano Spa Pavilion Assistance Service (SATE) which will evaluate the suitability of the design with the existing structures and neighbouring stands;
- e. conformity to the regulations concerning setting up and dismantling of the design is guaranteed.
- f. they do not compromise neighboring stands of the exhibition decoration concept .

Continuous walls closing also with different elements over 30% of the length of open sides or the front display area are not permitted in order to enable the open display of products and for safety reasons.

Furthermore, all the stand finishing shall be of a high quality on the outer sides or on the sides bordering with other stands.

All setting-up/banners/graphics/brands etc. exceeding 3.5 m height inside individual stands shall be positioned at a minimum distance of 2 m from neighboring walls

Regulations on hanging loads will be provided in the "Technical Regulations" booklet.

23. DISMANTLING OF STANDS

Dismantling operations of machinery and stand facilities must be carried out according to the **calendar and hours indicated: from Sunday, March 29 to Wednesday, April 1st, 2009** with access to the halls from 7.30 am to 6.30 pm. Vehicles shall be admitted to the fairgrounds from 7.00 am to 5.30 pm.

Any proven needs for limited extension to the set opening hours will be examined by the Pavilion Assistance Service (SATE), which will endeavour to meet such requests within the limits of the technical and organizational possibilities and provided that sufficient advance notice is given and a penalty charge is paid. On expiry of the established periods, Fiera Milano Spa and the Exhibition Organisers will not under any circumstances be liable for machinery, materials or any other items left unattended on stands. Material remaining in the stands will be removed and stored by Fiera Milano Spa and the Organisers at the expense and responsibility of the Exhibitor, who accepts these conditions.

Fiera Milano Spa will charge costs relating to repairs of damage noted and to removal of preparation materials or anything else left behind to the Exhibitor.

After two months, any unclaimed items may be sold by auction, and the net proceeds, after payment of expenses incurred by Fiera Milano Spa, shall be credited to the Exhibitor.

The presence of the Exhibitor's materials in the Fairgrounds after the end of the dismantling period also involves payment of a fee to Fiera Milano Spa for prolonged occupation of the area.

24. PROMOTIONAL AND ADVERTISING ACTIVITIES

Advertising, excluding that carried out within the stand itself, may be

carried out by the Exhibitor in any form permitted through Fiera Milano Spa, in accordance with lpack-Ima Spa, who reserve exclusive management rights, also availing themselves of the co-operation of specialized agencies.

In case of distribution of video, phonographic or multimedia materials containing original works which are covered by copyright according to Italian Law 22.4.1941 n. 633, the Exhibitors must settle in advance the relevant taxes and apply the authentication stamp (SIAE) in compliance with Art. 181bis of the same law. The illegal use of the above mentioned original works, as well as the lack of the SIAE stamp on the distributed material are liable to a penalty as foreseen in Art. 171 of Italian Law 633/41.

25. CITY COUNCIL ADVERTISING TAX

Keeping unchanged the participation provisions, the Exhibitor shall pay the Rho City Council Tax for taxable items under the Italian Decree D.P.R. 26.10.1972 n. 639. Following agreements reached with the Rho City Council in the interests of exhibiting categories, this is a lump-sum tax that is based on the surface area occupied by the Exhibition. In order to avoid burdensome procedures that Exhibitors would be required to carry out directly, this tax is included in the "Various Compulsory Services". Fiera Milano Spa will then forward the payment to the Rho City Council.

26. PHOTOGRAPHS, FILMING OF VIDEOS AND DRAWINGS

Private individuals, visitors and Exhibitors are forbidden to take photographs, video films and drawings inside the halls, without the express permission of the Organisers. In any event, Exhibitors who already have their own photographer shall photograph their stand and products therein displayed only, after having requested authorization to do so to the Organisers. Fiera Milano Spa and lpack-Ima Spa may photograph any stand and use the photographs without the authorization of the Exhibitors and / or Co-Exhibitors and without any claim or recourse by the latter.

27. PROHIBITIONS

In particular, the following are not permitted:

- sound systems whose level exceeds the minimum limit and which disturb neighbouring Exhibitors. Exhibitors using complex acoustic amplification must comply with the relevant provisions of the Technical Regulations (Art. 8.2.3); so as not to exceed the limits set, the exhibiting companies must furnish their own amplification equipment with self-regulating apparatus to keep the sound intensity within the appropriate range.

With regard to exhibited machinery, noise must be contained within the limits permitted by legal norms.

Moreover, the following activities are not permitted :

- sale with immediate delivery of exhibited products
- the display of prices, awards and the like in respect of machinery anywhere within the stand
- the distribution of brochures or other promotion items in the aisles, within the bounds of the Exhibition and immediately near the entrances
- any promotional activity for used, reconditioned or reassembled machinery
- the promotion of companies that are not exhibiting
- paging by loudspeaker.

Further details are laid out in the "Technical Regulations" booklet. Should the Exhibitor fail to comply with these prohibitions, the Organisers reserve the right to close the stand.

28. STAND SAFETY

Upon entering into possession of a stand the Exhibitor shall establish a working environment inside which the Exhibitor shall ensure, during setting-up, dismantling and stand management, that employees, collaborators, visitors and people working for other companies whose goods or services are used and in general all those entering the stand comply with all rules pertaining to the prevention of accidents (contained in Italian Presidential Decree no. 547 of 27.4.1955) and industrial hygiene (contained in Italian Presidential Decree no. 303 of 19.3.1956), as well as with the rules regarding organisation, protection and prevention in the working environment (contained in Italian Decree Law no. 626 of 19.9.1994 and subsequent amendments and additions).

If, during setting-up and dismantling operations of the stand, without prejudice to the need to keep escape ways (aisles) clear, indispensable technical requirements should lead to actions which interfere with third parties and pose risks in areas outside the Exhibitor's own stand, the Exhibitor shall co-ordinate any such action with the person or persons in charge of the neighbouring stands involved, whose names will be available at the Organisers' offices.

An extract of the emergency contingency plan of the Fairgrounds will be provided, with the relevant parts of the text regarding risks in the hall where the allocated stand is situated. The complete document relative to the whole Fairgrounds is available at Fiera Milano Spa