

PROPOSTE 2018 May, 2-3-4 2018

GENERAL REGULATIONS

THIS REGULATIONS IS AN INTEGRAL PART OF THE CONTRACT FOR THE PARTICIPATION IN PROPOSTE 2018

1 ORGANIZATION.

The exhibition is organized by Proposte s.r.l. (from here on Organizer) with headoffice in Milano, Viale Sarca 223, which is also the exclusive owner of the exhibition and of the trademark that distinguishes it.

2 VENUE, TIME, DATE.

PROPOSTE will be held in Cernobbio (Como), at Villa Erba, largo Luchino Visconti 4.

Date of the exhibition: May 2-3-4, 2018.

Time: May 2 and 3, 2018: from 9.00 a.m. to 6.00 p.m.

May 4, 2018: from 9.00 a.m. to 4.00 p.m.

3 TRADE FAIR FEATURES.

The Organizer intends to promote and organize Proposte, an international fair dedicated to companies of the textile industry who distinguish themselves for their recognised excellence and reliability, ensuring the high level of quality and the international fame of the fair.

The exhibition is strictly reserved to industrial companies that prove to have the following requirements:

3a) they must be direct manufacturers of textiles for interior decorating, draperies and trimmings;

3b) they must have a corporate production structure and personnel commensurate and consistent with their declared turnover and production activity;

3c) they must do business in the medium-to-high end of the market and offer original, quality products and collections;

3d) they must conduct business in a commercially correct manner and in observance of Confindustria's professional code of ethics or of the National Business Association of their home country.

3e) they must declare that the company production has been manufactured mainly (at least 60%) at their own production sites.

The production of fabrics for the collections, which will be presented at Proposte, are made 80% at their own production sites.

The assessment of the requirements is at the Organizer's unquestionable judgement.

4 ADMISSION TO THE EXHIBITION.

The exhibition, which is reserved for invited guests only, will admit the following types of professional visitors: textile editors, upholstered furniture manufacturers, wholesalers, large distribution chains, converters, contract operators.

Journalists who have been accredited by the PROPOSTE Press Office will also be admitted.

The task of sending entrance passes to participants will be carried out by the Organizer based on a mailing list handled directly and exclusively by same.

The task of compiling the mailing list is at the sole and exclusive discretion of the Organizer.



The mailing list belongs solely and exclusively to the trade fair, and the Organizer guarantees absolute privacy in its regard.

Entrance is strictly forbidden to visitors who do not operate in the sectors indicated and to children under 14 years of age, even if accompanied by professionals operating in the sector or by exhibitors.

The trade professionals indicated here above are admitted solely and exclusively on the days and at the times the exhibition is held.

Entrance is forbidden to visitors while the fair is being fitting up.

During fitting up, entrance to the exhibition centre is solely and exclusively reserved for exhibitors, their assistants who are fitting up their stands, and employees of stand preparation firms who are working on behalf of exhibitors.

The Organizer will send out all necessary entrance passes, not valid during the official dates of the Fair. These passes, which bear the name as the exhibiting company, are not transferable and have to be worn visibly at all times inside the Exhibition Centre.

The exhibitors are responsible for the correct use of the passes.

The Organizer retains the right to revoke the passes in case of misuse, and does not renounce to its right to take any necessary legal action for major responsibility.

Any exhibitor who directly or indirectly contravenes this General Regulations will be given formal notice by the Organizer, at the time the infraction has been ascertained.

Exhibitors who employ firms to fitting up their stands must ensure that said firms obey the above-mentioned regulations, because the exhibitor himself will be solely responsible for any instance of misuse or contravention with regard to Villa Erba and the Organizer.

5 ADMISSION APPLICATION.

Companies that possess all of the requirements described in article 3 may participate in the trade fair.

The assessment of each company's application is at the unquestionable judgement of the Organizer, who will use the following criteria, in addition to the requirements given in previous art. 3:

- 5a) for every single edition of the fair, the availability of the exhibition space will be considered in relation to organizational needs and the cultural and display layout of the fair, in order to allow the visitors to take full advantage of the prestige of the fair and to ensure that the event is of high international quality;
- 5b) preferential admission of the companies that have already participated in the last edition of the fair, as long as the requirements in previous art. 3 are met, without the right to confirmation of the size, location or layout of the space assigned in the previous editions.

The Organizer reserves the right to refuse admission to the fair; refusal of an application gives no right whatsoever to any compensation for damages or interest. Admission applications must not contain any provisions or conditions and must be sent within the terms indicated in the application itself.

In particular, the Organizer reserves the right to refuse admission to any exhibitor who – during previous editions of the fair – did not follow the provisions set out in this Regulations, with particular reference to non-compliance with art. 4, as documented by a written report. Those refused admission have no right whatsoever to any compensation for damages or interest.

IT IS FORBIDDEN TO:

- 5.1) display in stands objects and products that do not belong to the admitted categories;
- 5.2) attract the public's attention with sound and musical devices, voices, or any other means not considered consistent with the event;
- 5.3) display signs or samples, even if only examples, for other companies, whether exhibitors or not;
- 5.4) display one's collection and/or publicize it outside of one's stand;

- 5.5) place furnishings or display structures outside of one's stand;
- 5.6) open the stand doors which led to the main aisle;
- 5.7) display prices and sell with immediate delivery on site;
- 5.8) photograph and draw inside the pavilions if without proper written authorisation from the Organizer.

6 APPLICATION.

The new companies that would like to participate in PROPOSTE must send a signed "APPLICATION FORM FOR ADMISSION TO THE SELECTION" and relative attachments by **October 31, 2017.**

This request will be evaluated by the Organizer based on the provisions of article 5. PROPOSTE shall notify each company of the outcome of the selection; PROPOSTE shall send the companies admitted to the selection the forms for completing their participation application. Participation to PROPOSTE becomes effective through written confirmation of the admission from the Organizer and is valid only for the exhibitor to which it is addressed. Total or partial subletting or transfer of the assigned exhibition space, even if free-of-charge, is not permitted.

The companies that have participated in the last edition of the event may present a simplified participation form, subject to the Organizer's right to request the documentation necessary for proving the existence of the requirements set forth in previous article 3.

7 ACCEPTANCE TO PARTICIPATE.

In order to participate in the fair, the companies admitted under the provisions of article 6 must confirm their participation to Proposte s.r.l. by signing and returning the form sent with the notification of admission, together with the payment of the amounts specified in the form according to the terms indicated therein.

For the companies that have participated in the last edition, the forms and payment must be received by and no later than **November 17, 2017**, and for the new companies by and no later than **December 15, 2017.**

The companies admitted as exhibitors must provide to the Organizer their updated clients' list, who will be invited to visit the exhibition.

This fulfilment should be carried out following the schedule communicated by the Organizer.

Applications that are not accompanied by all of the signed forms, the registration fee, the requested advance payment and the updated mailing list of the clients, shall not be considered as valid.

The balance of the entire amount due to PROPOSTE must be paid by and no later than March 30, 2018.

The exhibitors who fail to make full payment shall not be admitted to Villa Erba for participation in the exhibition, and they shall lose all rights to the reserved space assigned to them.

The acceptance by the company to participate in the event also constitutes acceptance of the General Regulations, the Technical Regulations and all of the operating prescriptions that shall be issued by the Organizer, as well as any other regulations regarding the operation of the Exhibition Centre.

Acceptance to participate also constitutes the acceptance of the criteria used to handle the mailing list by the Organizer as provided by art. 4.

Memorandum: NEW V.A.T. REGULATIONS

As from January 1st, 2011, in accordance with the Legislative Decree no. 8/2010 in application of the EU directive no. 8/2008, **foreign Exhibitors liable for taxation** are not required any longer to pay the V.A.T. on stand fee and services connected with the Show, with the exclusion of **non-commercial Companies/authorities and private individuals.**

In order to identify the type of Exhibitors (Company liable for taxation/non-commercial Company or private individual), before the issuing of the invoice it is essential to receive the information on the V.A.T. number/ID code or other documents proving the status of company and not of private individual. It is therefore **absolutely necessary** that Applications for participation are sent with the above information, otherwise invoices will have to be issued with the Italian Value-Added Tax.

8 ALLOCATION OF STANDS.

Allocation of stands is determined according to the optimal result of the initiative, bearing in mind technical requirements and the size requested, as well as the aim of preserving a well-balanced layout of the exhibition.

The Organizer reserves the right to assign an area which does not exactly correspond to the one requested, according to the availability of the areas or the division of the spaces on the plan.

The maximum difference admitted is 20% in excess or in defect; with regard to these variations, the exhibitor is equally bound to participate and to observe the provisions of this General Regulations. The participation fee is proportional to the actual space assigned.

Stands with a floor area equal to or greater than 220 square meters will benefit from a 10% discount on the total amount due, at the moment of the balance.

Any requests regarding the position of the stands made by the exhibitor when sending the application form will be considered indicative and are not binding in any way for the Organizer.

The Organizer reserves the right to modify the position first assigned to an exhibitor, to vary the shape and to reduce or increase the size of the stand if the circumstances were to require it.

Total or partial transfer of assigned stands, even if free of charge, is not allowed. If this happens, the Organizer will remove the goods brought in and displayed illegally at the risk and expense of the holder of the stand. The latter will also be liable for a fine for damages, whether material or damaging to the image of the fair.

9 EQUIPMENT OF STANDS.

The cost of the stand includes a basic equipment, which is proportional to the number of modules reserved, and some services as stated in the fair's Technical Regulations which will be sent after registration.

The cost of the stand also includes cleaning services.

Other accessory services can be booked by exhibitors by filling in and signing the relevant forms. Their costs will be debited to the exhibitors.

Stands must be left in the condition they were found in. If they are not, costs will be debited to the exhibitors, who are also responsible for observing the special regulations regarding the use of stands and technical appliances.

Exhibitors must supervise their stands and the materials brought to them for all the opening hours of the fair, and during the period of fitting up and taking down the fair for the estimated opening hours.

10 SERVICES.

The participation fee includes the following services:

- free parking for two cars;
- parking area for visitors outside Villa Erba;
- shuttle bus to and from external carparks;
- general day and night surveillance of the pavilions;
- general fire prevention;
- heating and air-conditioning;
- technical aid;
- entry in the official Catalogue;

- general cleaning of common areas;
- bar and restaurant service both in the Villa Antica and in the exhibition centre;
- transport to and from the main airports;
- organization of gala evening.

11 TECHNICAL REGULATIONS.

On acceptance, the Technical Regulations will be sent, containing detailed instructions with regard to the fitting up of stands, furnishing materials, safety regulations for fire prevention, accident prevention and safety rules, etc.

Days and times for the fitting up and taking down of stands will also be given, along with all the regulations on entry for decorators and exhibitors. All materials used in the stand are subject to fire prevention norms, with the exclusion of exhibition samples only.

12 SUPPLEMENTARY RULES AND MODIFICATIONS TO THE REGULATIONS.

The Organizer reserves the right to establish any rules and regulations it deems necessary to run the fair and its connected services better, even if it means an exception to this General Regulations. Such rules and regulations have the same weight as this Regulations and must thus be equally respected. The Organizer reserves the right to close stands if breaches of rules laid down in this General Regulations occur. In such case, the exhibitor has no rights to refunds or damages of any kind.

13 OCCUPATION AND USE OF THE STANDS.

For the entire duration of the fair, each exhibitor must ensure that the stand is actively manned during the hours open to visitors.

The stand's appearance must remain impeccable for the entire duration of the fair.

The exhibitor must not in any way empty out the stand or remove the displayed items before the closing time of the fair **(4:00 p.m. on the third day)**.

If the occupation and use of the stand rules are not observed, the Organizer may reconsider the exhibitor's participation conditions for the next edition and in particular the installation of the exhibitor's stand.

On the last day of the fair, if the exhibitor leaves early or removes the displayed items, actions which would no longer make it possible to guarantee complete activity in the stand (presentation of all the collections) before the official closing time of the fair **(4:00 p.m.)**, a fine of 2,000 Euro shall be applied, after the Organizer has ascertained the situation.

14 TAKING DOWN OF THE STANDS.

The exhibitor or one of his representatives is required to be present at his stand from the beginning of taking down until complete removal of the stand.

In the event that this is not complied with, the Organizer shall not be held liable for the goods, materials and anything else left there and reserves the right to remove these items and store them without any liability and at the expense, risk and danger of the non-complying exhibitor. After two months, any unclaimed objects may be sold at auction and the proceeds, net of any expenses and fees paid by the Organizer, shall be credited to the Exhibitor. In the event that the Exhibitor's materials remain in the Villa Erba exhibition area, the Exhibitor shall be obliged to pay the Organizer an occupation fee for occupation of the area outside the fair time.

15 THE CATALOGUE.

Proposte s.r.l. will produce the official Catalogue of the fair, without responsibility for errors and omissions due to the exhibitor.

Information for the Catalogue will be gathered by means of the form provided by the Secretariat, to be filled in and signed by the exhibitor in the manner indicated. Beyond these terms, the inclusion of the exhibitor's trade name only is guaranteed.

In the Catalogue there could be advertising pages paid for by companies and organizations who do not belong to the same product sector of the fair.

16 INSURANCE.

Exhibitors must have an All Risks insurance for goods, materials, furnishings and equipment brought into the exhibition area, with a specific resignation clause for compensation towards the Organizer, Villa Erba SpA, and any third parties involved in the exhibition.

Therefore the exhibitor who already has its own All Risk insurance including participation in exhibitions must send to the Organizer the Insurance Form duly stamped and signed and the two statements that are provided on page two of the Insurance Form.

Otherwise, the exhibitor must return the form, which will be sent by the Organizer, by and no later than November 17, 2017 (new companies no later than December 15, 2017) properly filled in and signed.

Should the exhibitor not comply with such obligation, according to the current agreement, the insurance cover will be issued according to the estimated value of goods declared for the fair; this amount will be automatically debited when the Organizer draws up the statement of account.

Requests for compensation for damage as laid down in the policy stipulated must be presented immediately to the Organizer. If goods or materials go missing, the original copy of a statement made to the Carabinieri or Public Service Authorities, must be attached to the request of compensation together with a form filled in at the Villa Erba Secretariat at the fair.

While the Organizer and Villa Erba SpA take all possible steps to ensure that accidents are avoided, they are in no way responsible for damage to or caused by any exhibitor.

Declaration of value

Exhibitors must declare the total estimated value of goods, materials, furnishing and equipment brought into the fair by filling in the appropriate part of the Confirmation of participation form.

Exhibitors must declare the definitive value of the above-mentioned goods in the Insurance Form, which will be sent by the Organizer.

In case of accident

If there are discrepancies between the value of goods as declared by the exhibitor when the contract is drawn up, and the actual value of the insured items, the value considered valid will be that declared by the exhibitor or by the office.

In accordance with article 1907 of the Italian Civil Code any indemnity paid will be based on that figure.

Third party civil liability insurance

If the exhibitor does not comply with this condition, an insurance cover will be issued with a special convention which includes guarantee of medical assistance, hospital charge refunds, damage to baggage. The conditions of execution of such compulsory insurances are in the Technical Regulations and shall be the subject matter of a specific notice sent by the Organizer.

Employees insurance

With the subscription of the admission application, the exhibitor guarantees he has a personal accident insurance for everyone working in his stand (employees, hostesses, stewards, ect.) and therefore relieves the Organizer from possible claims from any third party.

To take out any of the insurances indicated above, it is necessary to return the relevant form, which will be sent by the Organizer, filled in and signed by and **NO LATER THAN November 17, 2017**. New companies by and **NO LATER THAN December 15, 2017**.

17 OCCUPATIONAL SAFETY AND HEALTH.

For the entire duration of the Event, including setup and striking stands and all associated activities, every Exhibitor is required to comply meticulously with the entire applicable system of rules of regulations, particularly the rules and regulations on occupational safety, health and the physical well-being of workers, as well as with employment, pensions and social security law.

During stand setup and striking, and for any other associated or linked activity, Exhibitors further undertake to comply with and ensure that all contractors working on their behalf comply with the Proposte Technical Regulations and all amendments and additions therein, and the provisions contained in T.U. 81/2008 and the associated Ministerial Decree issued on 22.7.2014 by the Ministry of Employment and Social Policies and by the Ministry of Health.

The Technical Regulation also contain precautionary rules on exhibition safety (fire prevention, electrical installations, environmental protection etc.), excluding specific safety-related rules for activities undertaken by the Exhibitor or contracted out by exhibitors to contractors (stand set-up/striking and associated activities), for which the Exhibitor remains responsible for oversight and compliance.

In order to comply with the obligations of the above-mentioned Ministerial Decree issued on 22.7.2014, the Organizer offers access to these specific documents, Annexe IV of the Ministerial Decree.

Conduct that fails to comply with the above-mentioned safety regulations, in particular if it impacts general safety in the pavilions and with regard to other parties in attendance, may prompt intervention by the Organizer and/or Villa Erba SpA as part of regular checks and samples, resulting in the immediate cut-off of utilities supplied to the stall or its immediate closure. Any additional consequence that may arise out of a failure to comply with the above-mentioned provisions is the Exhibitor's and its contractors' sole responsibility.

Villa Erba SpA may bar staff working for contractors/freelance workers operating on behalf the Exhibitor from the Fair Site if they do not possess an ID badge as envisaged under article 18 subsection 1u, article 21 subsection 1c, and article 26 subsection 8 of T.U. 81/2008, and non-EU hirees who, even if they hold an above-mentioned badge, do not have a valid and legible Italian green card or a valid and legible ID card.

This charge will be passed on to the Employer responsible for and the contact person for any barred staff.

As the buyer, any Exhibitor who authorizes a company to operate on the site on its behalf to carry out work will be informed of the charge.

Exhibitors shall be responsible for complying with applicable laws and regulations regarding all works implemented and organized under their responsibility and on their behalf, including setup, structures, installations, products exhibited and all other associated activities.

Every Exhibitor is required to appoint a "Stall Manager" who, for safety-related matters, takes on all responsibility for all parties who may be involved in terms of the work carried out on behalf of the Exhibitor, for the entire duration of their stay on the Fair site. At the Exhibitor's discretion, and wholly under its responsibility, the "Stall Manager" may be a different individual during each of the three previously-mentioned phases (set-up, the event and striking).

Villa Erba SpA must be informed of the Manager's name and his/her phone numbers prior to the start of activation and setup work on the stall, and in any event prior to the arrival of workers and materials at the exhibition site.

If there is a failure to convey the name of the Stall Manager, this responsibility will be retained by the Exhibiting Company's legal representative. Villa Erba SpA and Organizer must promptly be informed of any change to the name of the Stall Manager.

Access to the stall by contractors operating on behalf of Villa Erba SpA for the supply of services can only take place in the presence of the "Stall Manager", and after having received their OK. Fair surveillance and security staff are exempt from this restriction.

18 NON-PARTICIPATION.

If the exhibitor informs the Organizer in writing by registered post of its decision not to participate by and no later than 60 days before the start of the fair, the Organizer will appropriate the pre-enrolment deposit and the account paid that will be forfeited as a penalty. If the decision not to participate does not reach the General Secretariat within 60 days before the start of the fair, the exhibiting company will be obliged to pay the whole sum. In any case, the Organizer will dispose of the exhibiting space as it sees fit.

19 NON-FULFILMENT BY THE EXHIBITOR. CANCELLATION OF PARTICIPATING CONTRACT.

Failure by an exhibitor to deliver or show the documentation indicated in this General Regulations or in the Technical Regulations, as well as failure to observe the prohibitions, obligations and regulations therein, will constitute a serious breach and will permit the Organizer to consider the participating contract cancelled due to non-fulfilment by the exhibitor. In this case, the stand will be immediately closed, the exhibitor removed from the fair and admittance cards withdrawn.

The clearing out of the stand will be carried out at the end of the fair, unless the Organizer considers it more opportune or safer to effect immediate clearing out.

20 FORCE MAJEURE.

In cases of force majeure, or reasons outside the Organizer's control, dates of the fair may be changed, or the fair suspended altogether.

In the latter case, having fulfilled any obligations towards third parties and covered all organizational expenses, the Organizer will repay the remaining sum to exhibitors, in proportion to the square metres agreed upon. Sums thereafter available will be proportionally paid back to exhibitors.

Expenses for special installations and/or systems set up on exhibitors' request must be repaid in full by them. The Organizer may not be sued for damages of any kind.

21 PRIVACY NOTICE.

Pursuant to art. 13 of legislative decree n° 196/2003, implementing the personal data protection act, the Organizer and Villa Erba SpA (hereinafter known as the "Processing Controllers") hereby inform the Exhibitor that the personal data indicated in the Application for Admission Form, or disclosed thereafter, is necessary for fulfilling obligations regarding participation in the event, the provision of the relative services and related administrative, accounting and fiscal formalities, according to the methods and within the limits indicated in the Application for Admission Form and in these Regulations. Without these data, it may not be possible to admit the Exhibitor to the event and provide the related services. The data is processed, using methods consistent with the above-mentioned purposes and also making use electronic equipment, by structures and persons engaged by the Processing Controllers and by other persons (suppliers or technical staff) to whom the data is provided exclusively for activities or services relating to the performance of the event.

Certain data (e.g.: company name, addresses, activities) may also be used for activities and communications of a promotional, advertising or commercial nature, also by fax and e-mail, relative to this and other exhibitions or events and other products and services that may be of interest for the exhibitor. For this purpose, the data may also be communicated to companies that collaborate with the Organizer and Villa Erba SpA, to other exhibitors, suppliers and business operators, both

in the E.U. and abroad, as well as disseminated by publication in hardcopy and electronic exhibition catalogues. Exhibitors may contact the Processing Controllers at any time at the addresses indicated in the Application for Admission Form and in these Regulations, for the purpose of consulting or correcting their personal data or oppose their processing (art. 7 of legislative decree n° 196/2003).

Concerning the above notice, Exhibitors may agree to the processing of its personal data for activities and communications, also by fax and e-mail, relative to other exhibitions, new events, products and services that may be of interest to them by ticking the relative boxes inside the box at the bottom of this form.

Pursuant to art. 21, the Exhibitor agrees, by ticking the boxes below, to the processing of its personal data for activities (e.g. official catalogue of the exhibition) and communications of a promotional, advertising or commercial nature, also by fax and e-mail, also relative to other exhibitions or events and other products and services that may be of interest to it.

I agree

I do not agree

22 PLACE OF JURISDICTION.

The Milan Court of Justice is the sole competent juridical body in any dispute arising.

Milan, 22nd June 2017

The undersigned declares to have examined and specifically approved, under articles 1341 and 1342 of the Italian Civil Code, all of the conditions in this Regulations, with particular regard to article 7 (Acceptance of the General Regulations).

Date

The Legal Representative
Stamp and Signature

**THIS REGULATIONS, STAMPED AND SIGNED, HAVE TO BE RETURNED
BY AND NO LATER THAN OCTOBER 31, 2017 TO:**

PROPOSTE SRL

Viale Sarca, 223 - 20126 Milano - Italy - tel. + 39 02 6434054 - fax +39 02 66119130
e-mail: admission@propostefair.it