



All the colours of the Earth



AGRILEVANTE
by **FEDER UNACOMA cima**

International Exhibition of Machinery Plants and Technologies
for Agricultural Productions - Livestock Exhibition

BARI, 5 - 8 OCTOBER 2023

GENERAL CONDITIONS FOR PARTICIPATION



Organized by Federunacoma Surl. A Fiera del Levante Initiative

In collaboration with



www.agrilevante.eu

Contact: info: tel (+39) 06 432.981 - agrilevante@federunacoma.it

N.B.
"Organizer" refers to
FEDERUNACOMA Surl,
having its operating
office in Rome (Italy),
Via Venafrò, 5



AGRILEVANTE
by **EIMA**



Organized by FederUnacoma S.u.r.l.
A Nuova Fiera del Levante Initiative



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General Conditions for Participation

ART. 1 - PLACE AND DATE OF THE EXHIBITION

Agrilevante by EIMA will take place in Bari from October 5th to 8th, 2023 in the Nuova Fiera del Levante exhibition center. The daily opening time of the exhibition will be from 9.00 to 19.00. Entry is free upon registration.

Art. 2 - ADMISSION

Manufacturers, representatives, dealers, wholesalers, exclusive agents are admitted to the Event, as well as Italian and foreign authorities and organization from the primary sector. In case a representative or distributor of more than one Company intends to participate, it shall submit one application form for each represented / distributed Company. The Organizer reserves the right to exclude from the Event specific services, products and samples and to forbid presenting them.

Art. 3 - PARTICIPATION

Companies willing to participate in Agrilevante by EIMA shall apply through the dedicated online form available on the www.agrilevante.eu website. Form constitutes an irrevocable commitment on the part of the applicant, who, thereby, accepts these General Regulations and all the rules in force, as well as the "Technical Regulation and any other regulation for the organization and running of the Exhibition and Fair Center. The display areas will continue to be allocated until selling out of the entire available exhibition surface. Application forms for participation will be definitely accepted only if duly filled in every section and by the required deposit. The balance in full settlement of the said cost must be remitted to FEDERUNACOMA SURL no later than 30 days before the opening date of the Exhibition. Failure to remit this balance by the time stated will involve the withholding in default thereof of the amount already paid and the release from any obligation on the part of FEDERUNACOMA SURL. Representatives of foreign firms must submit explicit authorization from the same manufacturing firm to participate at Agrilevante by EIMA. All application forms must be accompanied by a description of the type of machinery to be exhibited.

The registration fee covers the following services:

- third-party liability insurance as indicated in Art. 12 below;
- installation, testing and consumption of electrical power up to 2 kW;
- exhibitors' entry passes and car parking badge;
- payment of municipal advertising tax;
- insertion in official catalogue as under Art. 14 below;
- insertion in the web site's on-line catalogue.

The fee, expressed per square metre, covers hire costs for exhibition space, and all costs for the services expressly listed in the General Conditions of Participation in the Exhibition and in the Exhibition Technical Regulations, and also covers any complementary events arranged by the Organizer, such as conventions, conferences, celebratory and social events listed in the exhibition's program me, and the reception of delegations of professional operatives and any Italian or foreign state dignitaries, speakers and conference participants.

Art. 4 - ACCEPTANCE

The Organizer will decide irrevocably and with absolute autonomy on the acceptance of applications, subject to the sole obligation of specifying the reasons for non-acceptance exclusively in relation to applications that reach the Organizer at least 60 days before the exhibition inauguration date, if the Exhibitor submits a formal request to this effect within 30 days of the closure of the exhibition. In the case of a positive decision, the Organizer will send a notification of acceptance to the applicant, assigning the role of participant and conferring the rights and obligations stipulated in the present regulations. Applications from firms in liquidation will not be accepted.

The participant who, due to an unforeseen just and proven impediment, is unable to be present at the Exhibition, shall be entitled to withdraw from the contract by supplying documentary evidence of such impediment and notifying FEDERUNACOMA SURL of the same by registered letter with return receipt of delivery at least 60 days before the opening date of the Exhibition, it being understood that the deposit will be forfeited to the Organizer, apart from any further rights and damages which may be due to him. Should the said notification be given within less than 60 days before the opening date of the Exhibition, the participant shall be liable not only to payment of the full participation fee but also be subject to payment of any greater direct or indirect damages. In this hypothesis, FEDERUNACOMA SURL will, anyway, be entitled to arrange exhibiting area as it sees fit, even to allot it to other Exhibitors.

**Art.5 -
POWER TO
WITHDRAW**

Assigning exhibition surface and areas open on two, three or four sides is at the sole discretion of the Organizers. For the purposes of establishing priority of admission to participate, account will be taken of the date and order of arrival of the application forms dispatched in accordance with Art. 3 of these. A stand not exceeding 32 sqm. will be allocated to the manufacturers participating in Agrilevante by EIMA for the first time; specific exceptions, however, may be granted by the Organizing Committee. It will not be possible to assign entire pavilions to a single Exhibitor or to multiple companies belonging to a single industrial group. Exhibitors will be notified of the definitive allocation of stands before and not later than 15 days prior to the opening of Agrilevante by EIMA. In the event of unforeseeable circumstances or for reasons beyond its control, the Organizer has the power to modify at any time the structure, the size and location of display areas, without the right, on the part of the Exhibitor, to claim cancellation of contract and/or compensation for damages. The Organizer reserves the right to arrange stands even in those areas which are not indicated in the layout plan.

**Art. 6 -
ALLOCATION
OF STANDS**

The stands will be made available to the Exhibitors according to the calendar that will be indicated in the "Technical Regulation". The installation must be completed by the day before the Exhibition's opening and, failing that, the contract may be terminated for failure by the participant. In the event a stand is not claimed within two days before the opening of Agrilevante by EIMA, the same shall be deemed as abandoned. Organizer will have the right to avail of an abandoned stand in the manner it will deem more opportune or to allocate to other Exhibitors, without any right for compensation to the Exhibitor. For the purposes of the occupational safety regulations, Nuova Fiera del Levante and the Organizer will also be able to define additional criteria for accessing the Exhibition Centre during installation and dismantling.

**ART. 7 -
STAND DELIVERY,
ACCESS TO THE
CENTRE FOR
INSTALLATION
AND DISMANTLING**

Stands may not be prepared in any way whatsoever that is not foreseen in the "Technical Regulation". In order to comply with the safety and fire prevention regulations, the Exhibitor is hereby informed that the Fair Center is considered as Premises for Public Entertainment. Therefore, the Exhibitors are required to take notice that the Exhibition Center is, in effect, a Premise for Public Entertainment and observe those regulations in force for the latter mentioned places and conform with and respect all regulations and formalities in this regard, included in the Technical Regulation and in the appropriate forms. Failure to submit to Nuova Fiera del Levante the declarations and documentation foreseen for the responsibility in respect to the area of setting up the stands, and of all electrical systems related to it, and in particular for compliance with the rules in force for fire prevention, empowers Nuova Fiera del Levante with the possibility of closing the stand and of adopting more suitable measures to ensure that safety conditions remain in force, in any case, the assumption to the whole weight of civil and penal responsibility remains on the part of the Exhibitor. Nuova Fiera del Levante reserves the right to have the assembled stands or installations changed or altered which do not conform with the provisions listed above. All responsibility for the stability of the stands and installations and their implementation of the same and for any damage which could occur to persons or items or property of the Nuova Fiera del Levante or of third parties must be borne exclusively by the Exhibitor. Nonobservance of these rules and those relevant in the Regulations for Participation gives Nuova Fiera del Levante right to take precautionary measures against the company whose stand contravenes the fire regulations which may entail, should supplementary global safety measures be adopted, the imputation of costs or the order to partially or completely take down the stand and the declaration of unfitness for use on stand. Violation of the safety norms may also lead to notification to the judicial authorities.

**ART. 8 -
SETTING UP
OF STANDS**

After the closing of the Exhibition, Exhibitors shall proceed in removing all the products and the materials from the display area and in taking them away from the Exhibition Center. All display areas must be cleared by the relative date indicated in the "Technical Regulation". The participant explicitly authorizes the Organizer to verify that in the vehicles and containers of the Exhibitor and/or his contractors, no products or materials differing from those installed in his stand are present. The Organizer reserves the right to prevent those products and or materials not installed in the Exhibitor's stand from leaving the Exhibition Center.

**ART. 9 -
HANDING BACK
OF DISPLAY AREAS**

Neither the Organizer nor Nuova Fiera del Levante assume any responsibility whatsoever for those goods, materials or anything else left unattended by the Exhibitors in the Fair Center. During all phases of the event, it is forbidden to leave debris and / or waste in the exhibition areas and in the Exhibition Center. Debris and waste from the set-up and dismantling works must be disposed of by the Exhibitor and / or his representatives, and the hall aisles must be kept free from debris or encumbrance of any kind. As required by law on environmental protection, Exhibitors must mandatorily declare how they intend to dispose of the set-up residues by filling up and submitting the compulsory event forms. In the event that the Exhibitor does not comply with the dismantling timetable and/or is inactive in clearing the area, the Exhibitor expresses the irrevocable consent to allowing enforcement action by considering what remains on the stand as waste material to be sent to public landfills. The Exhibitor will therefore be required to reimburse all direct and indirect expenses incurred for the clearance, with a minimum of € 500,00 for each 16,00 sqm. and without prejudice to any reimbursement for further damage.

**ART. 10 -
REAL CREDIT
GUARANTEES**

By declaring to accept and approve the specific clauses of the Exhibition contract, the Exhibitor authorizes FEDERUNACOMA Surl to keep the exhibited goods and materials used for set-up as guarantee towards the full compliance with the obligations set in the contract, with specific reference to the payment of the amounts due to the Organizing Company.

The above-mentioned goods and materials will be removed and stored in warehouses at the Exhibitor's own risk. From the second day of stock time onwards, the Exhibitor shall pay the amount of € 300,00 for each day.

The Organizing Company reserves the right to proceed with the removal of the goods and materials, charging the Exhibitor with the related expenses.

After 30 days of stocking time, the Organizer will auction off the goods and materials and withhold the proceeds as reimbursement, without prejudice to indemnify for any greater damage suffered.

**Art. 11 -
ACCESS TO THE
EXHIBITION
CENTER DURING
THE EVENT**

The Exhibition is open every day to visitors in possession of the relevant entry document according to the hours that the Organizer reserves the right to establish and eventually change, also during the course of the Exhibition.

To permit free entry to the Exhibition for Exhibitors and their personnel, the Organizer will furnish cards for this purpose, the regulation for which are specified in the "Technical Regulation" and the use of which signifies acceptance of this regulation. In any case, the Exhibitor is responsible, to all effects and purposes, for the behavior of those whom he supplies with entry cards, as well as for the behavior of its own staff, assistants and collaborators in carrying out the duties they have been assumed to perform. Within the Fair Center it is absolutely prohibited for anyone to promote offers or requests for recognized institutions, to solicit, beg or make political, religious or other propaganda and, in any case, to perform activity which has no relationship to the aims and purposes of the Exhibition.

**Art. 12 -
SURVEILLANCE
AND INSURANCE**

Obligation to supervise

During the pavilions' opening hours, the exhibitor will have to monitor his stand directly or through his own staff. Even though for the entire duration of the Exhibition, including the set-up and dismantling periods, FEDERUNACOMA Surl and Nuova Fiera del Levante provide a general day and night security service inside the exhibition complex, they are exempt from any and all liability for any theft and/or damage of goods displayed at the stands or stored in the exhibition complex that may occur against the Exhibitor.

Third Party Liability

FEDERUNACOMA Surl, in the interest of the Exhibitors, provides direct liability insurance for any damage caused to third parties by the fittings and property of the aforementioned Exhibitors, up to the amount of € 10,000,000.00 for each claim with the limit of € 10,000,000.00 for each damaged person and € 10,000,000.00 for damages to property and animals, whatever the number, even if belonging to several people. The insurance coverage provides a fixed deductible for each claim of € 1,500.00 = (one thousand five hundred). The aforementioned TPL insurance does not exclude the Exhibitor from liability for damages of a value greater than the agreed guarantee limits, so that the companies interested in broader coverage are required to report to FEDERUNACOMA Surl the desired excess ceiling, with the obligation to pay the premium supplement, which will be established by the insurance company. Failure to comply with the provisions herein will result in the termination of the contract pursuant to and by effect of art. 1456 of the Italian Civil Code, with the exhibitor's obligation to immediately release the stand, paying the entire fee due and subject to compensation for further damage. To this end, the Organizer may at any time ask the exhibiting company to show the insurance coverage that it has the obligation to stipulate. The Exhibitor waives all claims against all Exhibitors, the Organizer and Fiera del Levante.

Supplementary coverage

The Exhibitor (for himself and for his associates or agents) expressly exonerates the Organizer and Nuova Fiera del Levante from any responsibility for damages of any kind (by way of example and not limited to: theft, fire, malicious events in general, natural events in general - breakages, ruins) that for any reason should occur in the exhibition space assigned to it, in its set-up and dismantling, and to what is contained therein, and assumes responsibility for any damage caused also to third parties in operating the exhibition space or from what has been placed in the same, and not covered in the terms and methods indicated above or activated by the Exhibitor himself. In any case, the Exhibitor is obliged to include in the supplementary coverage the insurer's waiver of any recourse against the Exhibitors, the Organizer and Fiera del Levante, and failing that, the Exhibitor must hold them harmless of any action that might be initiated against them. The Exhibitor shall also be liable to Nuova Fiera del Levante for all direct and indirect damages that may be attributable to him or to personnel working on his behalf (for any reason whatsoever) including damage caused by fittings or installations carried out directly or by third parties appointed by him, even if tested by Nuova Fiera del Levante. It is therefore recommended that the Exhibitor draw up an appropriate insurance policy to cover the aforementioned risks. In the interest of the Exhibitor, the Organizer has entered into an agreement with the insurance company UNIPOLSAI ASSICURAZIONI - Agenzia Meass Consulting srl - cod.39464, whose details can be found in the dedicated section of the reserved area of the www.agrilevante.eu website.

The sketching, filming with video or TV camera and photographing or in any way reproduction of machinery and goods displayed and of display areas is forbidden without prior authorization of the respective Exhibitors and FEDERUNACOMA SURL and Nuova Fiera del Levante however, have the right to film, reproduce, publicize and authorize the filming, reproduction and diffusion of general or detailed exterior or interior views and also to sell or permit the sale of such views. The Exhibitor undertakes to display in its stand only machinery, equipment, components, plants and technologies for agriculture and gardening complying with regulations on Intellectual Property rights which are effective in Italy pursuant to Legislative Decree No. 30/2005, as amended by Legislative Decree No. 131 of August 13, 2010 and other Community or International law, including the works of industrial design in art. 2 of the Law 22.4.1941, n. 633. Failure to comply with the present undertaking statement through contrary behavior results in the immediate closing of the stand. The Organizer reserves the right to undertake any action for defending the interests of the Exhibition and its other Exhibitors.

**Art. 13 -
INTELLECTUAL
PROPERTY**

The Organizer reserves the right to release, without any responsibility on its own part for relative omissions or errors, information which was provided in the participation application form concerning Exhibitors and products/services on exhibit, using those means and techniques of communication (printed or other) it deems most suitable. The data concerned will be referred to those acceptance forms received and approved up to 45 days before the opening date of the exhibition. This does not waive the right of the organizer to change the assignment of the stands. The enrollment fee includes registration in the official catalogue, as described in article 3. The Organizer is not responsible for eventual omissions or errors in printing which may appear in the catalogue.

**Art.14 -
OFFICIAL
CATALOGUE AND
PRINTED MATERIAL**

Outside of the assigned exposition area any form of propaganda or publicity must be made exclusively through arrangements with the Organizer or the agents of Nuova Fiera del Levante and is subject to the payment of fees and pertinent fiscal charges.

**Art. 15 -
PAID FORMS
OF PUBLICITY**

As long as there are spaces available, Exhibitors are entitled to use the Exhibition Center car parks, but only, if their vehicles display the permits issued by the Organizer, only the spaces allocated to these, and only during the Center's opening hours. It is strictly forbidden to park commercial vehicles and lorries of any kind within the Exhibition Centre, even for short periods. It is also strictly forbidden to park cars outside the permitted spaces and after the Exhibition Centre's closing time. In the event of non-compliance with these provisions, Nuova Fiera del Levante or the Organizer may take action to obtain the forced removal of the vehicle outside the park space, or the installation of mechanical inhibitors to its use at the risk and expense of the Exhibitor who was issued the permit and the vehicle's owner, who will remain jointly and severally liable with the Exhibitor for the related expenses. All vehicle occupants must be able to display a valid entry ticket to the Exhibition Centre. Note that these car parks are unguarded. Nuova Fiera del Levante and the Organizer decline all responsibility for the protection of vehicles or their contents and cannot be held responsible for any damage or theft.

**Art. 16 -
PARKINGS**

During the period of the Exhibition no vehicle is allowed to circulate within the Fair Center and it is forbidden to leave any lorries or advertising vehicles parked, even if empty.

It is forbidden to leave machines and agricultural equipment parked in the outdoor areas.

It is forbidden to exhibit products that contrast with the exhibition's designated area of interest. The Organizer shall have the right to remove products that contrast with the exhibition's designated area

of interest, and debit all costs for removal and storage to the Exhibitor. For this purpose, the Organizer is expressly authorized to access the Exhibitor's stand even in the absence of the Exhibitor.

It is forbidden to exhibit posters or samples, also if only a simple indication, on the behalf of firms not listed in the request for participation and not represented.

Any type of show or entertainment, even if taking place within the stand and/or being finalized to present the production, is forbidden without authorization by the Organizer and by Nuova Fiera del Levante. It is also, the exclusive responsibility of the exhibitor to obtain any authorization from the health and public safety authorities and, in general, from the bodies responsible for the above initiatives if and as required. Even if an Exhibitor has been authorized to put on shows or entertainment, he shall refrain from using such music reproduction or sound amplification systems that might disturb other Exhibitors or visitors. Sound emission levels must, in no circumstances, exceed the limit of 75dBA. During the course of the exhibition, the Organizer shall undertake instrumental sound level readings to identify immediately and irrefutably any Exhibitors failing to comply with this requirement. The Organizer shall furthermore have the incontestable right to take whatever measures he deems necessary to ensure compliance with this requirement, including the right to ban excessively noisy shows and entertainment and, in the event of persistent failure to comply, the right to interrupt the supply of electrical energy. In the event of proven violation of this rule, or if the Organizer receives requests for damages by other Exhibitors and/or visitors resulting from the violation of this rule, the Organizer have the right to seek damages from the Exhibitor responsible for the disturbance.

It is forbidden to use REMOTELY PILOTED AIRCRAFT (APRs) within the Exhibition Centre for any purpose. Any exemptions must be requested to the Organizer, which reserves the right to evaluate, in accordance with the regulations in force, the possibility of APR use with methods and procedures to be agreed.

**Art. 17 -
PROHIBITIONS**

Any form of publicity, out of their own stands and in the Exhibition Center area, is forbidden to the Exhibitors. The distribution of publicity materials is permitted only within the Exhibitor's own stand.

Sub-letting, even if only partial, of the allocated display area is forbidden.

Sale of exhibited machinery and equipment for immediate delivery is forbidden. The sale of gadgets with immediate consignment is allowed inside the stand allocated, solely for the period of the show, subject to the Exhibitor obtaining the necessary authorizations in accordance with current regulations.

Utilization of the Agrilevante by EIMA trademark is forbidden without the explicit authorization of the Organizer.

It is permitted under the exclusive responsibility of the Exhibitor and in accordance with current law concerning safety, on prior approval of the project by the Organizing committee, to exhibit cut outs or sections of machinery in movement, by means of electrical appliances, aimed at illustrating the technology involved in the machine itself. It is forbidden to display machinery without adequate protection of the parts which could pose a danger to visitors.

Smoking is forbidden inside the halls and other indoor areas within the Exhibition Center.

FEDERUNACOMA SURL and Nuova Fiera del Levante accept no responsibility whatsoever for exhibited machinery and equipment which does not comply with existing accident-prevention laws.

The prohibitions of a technical nature stipulated for reasons of security to persons and objects, as well as to prevent the tampering with or impairing of the personal property and general property and land of the Fair Center and the relative rules contained in the Technical Regulation and the documents, such as forms, circular letters, etc. are part of these general contract conditions and the Exhibitor must undertake to observe them strictly. Exceptions can be granted only in written form by the Organizer.

In the event of contravention of even one of the abovementioned prohibitions, that is among those contained in this article, the contract of participation to the Exhibition can be dissolved without any pronouncement by a court of law but simply by means of any written communication to the Exhibitor at his stand. This would signify immediate closure of the stand and the withdrawal of all documents allowing admission to the Fair Center but would not alter the relative payments due to be carried out by the Exhibitor.

**Art. 18 -
POSTPONEMENT,
REDUCTION OR
CANCELLATION
OF THE EXHIBITION**

The Organizer reserve the right to alter the dates of the Exhibition without the Exhibitors being entitled to recede or dissolve their contracts in order to free themselves of the commitments they have agreed upon. Should the Exhibition, due to unforeseen circumstances or reasons beyond its control, be unable to be held - totally or in part - the Organizer reserves the right to nullify the participations forms and reimburse the Exhibitors concerned the remaining available amounts, in proportion to the sum paid by each individual Exhibitor, after deducting the expenses borne and committed. In any case, the amount to be deducted is preventively calculated at not less than 30% of the amount transferred by the Exhibitor. In these cases, FEDERUNACOMA SURL must give written notice of the alterations made to be sent at least 30 days prior to the established commencement date of the Exhibition.

**Art. 19 -
RIGHT TO EXPEL**

In the event of any contravention of the present regulations, the Organizer reserves the right to expel the contravening party without any obligation or reimbursement. The Organizer also reserves the right to refuse admission to such defaulting firms at the next Agrilevante by EIMA.

**Art. 20 -
CHANGES TO
THE REGULATIONS**

The Organizer reserves the right to establish rules and regulations, even as exceptions to these general regulations, which it believes opportune to better manage the exhibition and relevant services. Such rules and regulations shall have the same value as these general regulations and shall therefore be considered mandatory.

**Art. 21 -
GENERAL RULES -
ELECTION OF
DOMICILE -
APPLICABLE
LEGISLATIVE NORMS
- ITALIAN
JURISDICTION AND
TERRITORIALLY
COMPETENT COURT
OF LAW**

Each Exhibitor is required to conform to any regulations which the Authorities of Public Security and those in charge of anti-fire prevention, anti-accident prevention and the surveillance of premises open to the general public may issue with respect to Nuova Fiera del Levante. The Exhibitor and those third parties working on his behalf in the Fair Center must employ staff on a regular work basis, subordinate or independent as may be, which conforms to the laws in force (with regard to providential, insurance and fiscal matters, etc.). The Exhibitors elects to have his legal domicile at his registered office and accepts the Italian law to the exclusion of all others and the jurisdiction of the Bari court of law. The relationship between the Organizer, Nuova Fiera del Levante, the Exhibitor and eventual third parties is governed exclusively by the Italian law.

Written form is the only one allowed for the Exhibition contract, for any variation in its content and for any communication regarding it. Only the forms prepared by the Organizer shall be deemed as valid contract models and it is forbidden to make any change or alteration on them.

Any complaint shall be presented to FEDERUNACOMA Surl in written and in any case not later than three days after the closing of the event.

**Art. 22 - FORM,
CONTRACT
DOCUMENTS,
COMPLAINTS**

The Exhibitor takes cognizance of the fact that the Exhibition will be held at the Bari Exhibition Centre and commits to comply and make his employees and collaborators comply with the prescription issued by Nuova Fiera del Levante. Each and every obligation by the Exhibitor will be extended to Nuova Fiera del Levante too. Should a breaching of the said obligations, of any prescription or of any law occur, Nuova Fiera del Levante will be entitled to directly intervene, acting also through its staff working in the Exhibition Centre.

**Art. 23 -
RELATIONSHIP
WITH NUOVA
FIERA DEL LEVANTE**



AGRILEVANTE

by 

International Exhibition
of Machinery and Technologies
for Agriculture



FEDERUNACOMA Srl

Operating and administrative offices: Italia - 00159 Roma - I - Via Venafro, 5 - Tel. (+39) 06.432.981

Registered office: 40127 Bologna - I - Via Aldo Moro, 64 - Torre I - P.Iva 04227291004

www.agrilevante.eu - agrilevante@federunacoma.it