



International Exhibition of  
Machinery and Technologies  
for Agriculture

# AGRILEVANTE

## Bari, 10-13 October 2019

by  **cima**



## General Conditions for Participation



Organized by Federunacoma Surl. A Nuova Fiera del Levante Initiative  
Info: tel (+39) 06 432.981 - fax (+39) 06 4076.370 - [agrilevante@federunacoma.it](mailto:agrilevante@federunacoma.it)



Supported by



[www.agrilevante.eu](http://www.agrilevante.eu)

**N.B.**

“Organizer” refers to FEDERUNACOMA Surl, having its operating office in Rome (Italy), Via Venafrò, 5



**AGRILEVANTE**  
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## General conditions for participation

### DEFINITIONS

In the present contract the below reported terms have the following meaning:

“**Event**”: refers to the International biennial Exhibition of machinery and technologies for agriculture organized by FEDERUNACOMA Surl; “**Fair**”: refers to Nuova Fiera del Levante Srl; “**FEDERUNACOMA Surl**”: refers to the Organizing Company or Organizer; “**Exhibiting Company**”, “**Exhibitor**”, “**Applicant**”: refer to the possible Exhibitor that proposes to enter the Contract by subscribing to the General Conditions; “**Exhibition Contract**”: the contractual relationship that is finalized through the acceptance of the Application Form by FEDERUNACOMA Surl, in accordance with the General Conditions; “**Application Form**”: represents the irrevocable contract proposal by the Applicant; “**Confirmation of admission**”: is the only document that proves the finalization of the Exhibition Contract; “**Technical Regulations**”, “**Prevention measures**”, “**Safety regulations**”: represent the whole of the regulations reported in the “Regulation for works and activities to be carried on within the Exhibition Centre”; “**Information for Exhibitors**” is the file containing information about some services provided for by both FEDERUNACOMA Surl and Nuova Fiera del Levante, reporting their cost and the necessary forms.

### Art. 1 - PLACE AND DATE OF THE EVENT

The event takes place in Bari, every two years in the month of October, and lasts for four days. The Organizer reserves the right to extend or reduce the duration of the Event, as well as to change the opening date or even to cancel it, due to specific technical and organizational requirements, without the Exhibitor being entitled to claim for damages.

### 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 sector. In case a representative or distributor of more than one Company intends to participate, it shall submit one application form for each represented Company. The Organizer reserves the right to exclude from the Event specific services, products and samples and to forbid presenting them.

### Art. 3 - APPLICATION FORM

The “Application Form”, filled up on the specific form, must be submitted to FEDERUNACOMA Surl, duly signed for acceptance in its entirety, including the acceptance of the information notice pursuant to EU Regulation 2016/679 (“GDPR”), along with the payment of the amount defined in art. 4.

The “Application Form” represents a contract proposal, which cannot be cancelled by the Applicant. The Applicant expressly recognizes the right of FEDERUNACOMA Surl to accept or not the proposal.

For such reason, the indications about position, dimension and rates, as well as the conditions and / or the changes of any kind that the Applicant might put in the “Application Form” are in any case not binding for FEDERUNACOMA Surl that, provided its right to accept or not the application itself to its unquestionable judgment, reserves in any case the right to change them and proceed in assigning the area in accordance with such changes.

Hence the Exhibition contract will be finalized only at the time and by the means and elements of the “Confirmation of admission” reported in the following Art. 6.

The Exhibiting Company, with the previous authorization from FEDERUNACOMA Surl, can host up other Companies in its stand, as long as there are proven business relationships between the host Company and the guest Company. In this case, the guest Company must make its participation official by submitting the Application Form and paying the Registration Fee.

In case the “Application Form” is submitted by a representative, dealer or agent, it must report the name of the proposing Company and its registered office and the documents proving the existence of the business relationship with the Company itself. FEDERUNACOMA Surl reserves the right to proceed with verification at any time.

The “Application Form” must mandatorily be accompanied by the Certificate of Registration to the Chamber of Commerce or to the Craftsmen Register, for Companies falling into such category. The certificate must not be older than three months.

In any case, by submitting the “Application Form” the Applicant expressly acknowledges to have acted within its corporate, agency or other endeavor, with reference to the relationship set hereby.

Application from winding-up Companies will not be accepted.

The amount of the Registration Fee, which every Applicant has to pay, is set at € 550,00 (Euro Five Hundred Fifty/00), as partial reimbursement of the expenses borne by the Organizer for opening and finalizing the participation file.

For each represented Company the Registration Fee is set at € 230,00 (Euro Two Hundred Thirty/00).

The Registration Fee includes the following services:

- public-liability insurance to third parties
- connection, test and consumption of electrical energy up to 3 kW
- 100 invitation cards,
- Exhibitors' badges and parking permits,
- Payment of municipal advertising tax,
- Insertion in the official Exhibitors' catalogue, according to the provisions of Art. 15,
- Insertion in the on-line catalogue.

The rate, expressed per square meter, includes the location cost of the exhibiting space and the services expressly mentioned in the General Conditions for Participation and in the Technical Regulations, as well as the concurrent events set up by the Organizer, such as seminars, conferences, celebrations and parties reported in the Exhibition's programme, including hospitality for business delegations and Italian or foreign authorities, lecturers and speakers.

At the time of submitting the Application Form, Applicants shall pay an amount as advance binding payment, which shall include:

- registration fee (if it has not already been paid at the time of pre-registration),
- 30% of the total value of the requested area

Such payment does not represent any bind to FEDERUNACOMA Surl, which in accordance with the following Art. 6, reserves in any case the right to accept or not to its unquestionable judgment the "Application Form".

**Art.4 -  
REGISTRATION FEE;  
PL INSURANCE;  
ADVANCE  
PAYMENT**

The Organizer shall unquestionably decide on the acceptance of the application with full autonomy and with the only obligation of specifying the reason for not accepting an application, exclusively for those applications, which reached the Organizer at least 60 days before the opening day of the Exhibition and against a formal request made within 30 days from the closing of the Exhibition. In case of positive decision, the Organizer will inform the Applicant, which will gain the status of Participant, thus being conferred the rights and obligations set in the present Regulation.

In case the Application is not accepted, FEDERUNACOMA Surl shall refund, without interests, the amount paid by the Applicant at the time of submitting the "Application Form". Application from winding-up Companies will not be accepted.

**Art.5 -  
ACCEPTANCE**

Stand are grouped by product sectors and allocated to Exhibitors considering the products specified in the "Application Form".

The Participant is bound to exhibit the products listed in the "Application Form" and exclusively within the boundaries of the assigned area. Should the Exhibitor not comply, FEDERUNACOMA Surl will be authorized to proceed with removing the products from the non-complying Exhibitor's stand. Removal of exhibits will be at the Exhibitor's cost.

Allocation of stand and of two-, three- and four-side open stands is to the sole discretion of the Organizer. For the sake of determining the admission priority, the date and order of arrival of the "Application Forms" will be taken as reference.

The final positioning of the stand shall be communicated to Exhibitors not later than 30 days before the opening of Agrilevante. The Organizer reserves the right to modify at any time, due to unforeseeable reasons or force majeure, structure and placement of stalls, without the Exhibitor being entitled to claim the cancellation of the contract and/or any amount as damages. The Organizer reserves the right to assign stands even in areas not indicated in the layout plan.

**Art. 6 -  
ALLOCATION  
OF STANDS**

At the time of submitting the application for the event the Exhibitor is bound to pay the registration fee and 30% of the value of the booked area.

Balance must be remitted to FEDERUNACOMA Surl by the exhibiting Company not later than **30 days before the start of the event**.

All payments must be done through wire transfer to INTESA SAN PAOLO - Rome Branch - Viale Palmiro Togliatti 1487 - IBAN IT 57 B 03069 03396 100000007344 - SWIFT/BIC BCITITMM in favour of FEDERUNACOMA Surl, VAT No. 04227291004 (please attach the receipt of the transfer).

**ART. 7 -  
MEANS AND TERMS  
OF PAYMENT**

Exhibiting areas will be made available to Exhibitors five days (for outdoor areas) and six days (for indoor areas) before the start of the Exhibition and their set up must be completed the day before the inauguration of the Exhibition. Should the Exhibitor fail to comply, the contract could be cancelled due to non-compliance.

Stands not occupied within two days before the inauguration of Agrilevante will be considered abandoned and the Organizer reserves the right to dispose of them and use them in whatsoever way or to assign them to other Exhibitors, without any reimbursement obligation.

The exhibiting Company is the sole responsible and keeper of the stand for the whole time it is occupied. The exhibiting Company is therefore bound to observe every norm to avoid damages to third parties in general and to adopt the opportune precautions to avoid damages or theft of exhibited goods. By no mean

**ART. 8 -  
RIGHT TO  
WITHDRAW;  
CONSIGNMENT  
OF STANDS**

FEDERUNACOMA Surl and Nuova Fiera del Levante will be responsible for the aforementioned events. Once assigned, using of spaces is subject to the provisions of the "Technical Regulations", included in the file "Norms for works and activities to be carried on within the Exhibition Centre, which the applicant declares to have viewed and to know well, expressly committing to comply with each of its provisions and to make its collaborators, employees, staff in general, guests and suppliers comply with them. This also because the said regulation contains norms and prescriptions on accident prevention, fire and disaster prevention and on safety in general.

## **ART. 9 - SET-UP HOARDINGS**

The area that FederUnacoma Surl makes available to Exhibitors inside halls or outdoors shall be considered raw space, unless a specific request for ready-made stand is made. Companies wishing to provide for the set-up of their areas or to place boards and banners must submit the related project for approval to Events Department of FEDERUNACOMA Surl (allestimenti@unacoma.it), not later than thirty days before the start of the works. Responsibility on statics of the set-up and of the boards / banners lies with the Exhibitor only, which expressly discharges FEDERUNACOMA Surl and Nuova Fiera del Levante from any responsibility due to damages caused to self or to third parties.

FEDERUNACOMA Surl and Ente Autonomo Fiera del Levante are also discharged from any liability related to setting-up works in general both towards third parties and of the staff. Such liabilities can be imputed exclusively to the Exhibitor and/or Contractor.

In designing the stand project and executing the works, the following must be kept into consideration:

- The Exhibitor must limit his display area to the area allocated to him, marked out either by painted lines or adhesive tape where there are no other references;
- The structures, whose sides face adjoining stands or a corridor must be perfectly finished and painted in neutral solid color white;
- Set-up of stands must not cross the height of three meters and must in any case fall within the maximum height prescribed in the floor plan for each hall, which is sent along with the "Confirmation of admission";
- Set-ups, in the halls without any pre-fitting, can exceptionally cross the prescribed limit, under previous authorization by FEDERUNACOMA Surl; in this case, an advertising fee will be charged;
- For this authorization, the Exhibitor must obtain written approval from the neighboring Exhibitors; the Organizer will provide a specific form for requesting such authorization, in whose absence the Exhibitor will be required to abide by the maximum limit indicated;
- The Organizer reserves the right to inform the Exhibitor of any change to the fitting out project that he deems necessary, at its sole discretion;
- Generally set-up of stands in outdoor areas is forbidden, unless a specific authorization is granted by the Organizer

Placement of hoardings is subject to the following prescriptions:

- FEDERUNACOMA Surl provides pre-fitted stands with a specific hoarding, which cannot be covered by any other hoarding by the Exhibitor;
- For non-pre-fitted stands: in case of a stand set-up, hoardings will be integral part of it and shall comply with the maximum prescribed height for the set-up. In the lack of a set-up, hoardings must comply with the maximum prescribed height for the set-up;
- In outdoor areas, placement of hoardings is allowed up to four meters from ground up.

Placement of advertisement items such as hoardings, illuminated signs, standards and flags is allowed exclusively within the dimensional, surface and height limits of the stand. Exhibitor must obtain the previous authorization from FEDERUNACOMA Surl to cross such limits and pay the related advertisement fee. Placement of advertising banners inside or outside the halls is strictly forbidden. Should this rule be broken, FEDERUNACOMA Surl will provide without notice for the removal and storing of the banners, charging the Exhibitor with the related cost and without undertaking any liability for any damage caused by the removal.

## **ART. 10 - PRESCRIPTIONS ON SAFETY ON WORKPLACES**

Exhibitor is bound to comply with the current prescriptions on safety on workplaces and specifically with those prescribed by DLgs 81/08 and subsequent modifications and supplements.

Exhibitor must comply with the following prescriptions in assigning set-up, dismantling or any other work within the Exhibition Centre:

1. verify also through the enrolment in the Chamber of Commerce, Industry and Crafts the technical and professional capability of the contractors or professionals in respect of the works to be assigned through bid or contract;
2. provide the same subjects with detailed information about the specific risk factors of the workplace they will work in and on prevention and emergency measures to be adopted in respect of their activity;
3. coordinate protection and prevention measures against the risks workers are exposed to, reciprocally updating also in order to eliminate the risks deriving from the interferences from the works of the various contractors involved in carrying out the overall work.

Exhibitor shall promote the coordination action, also keeping in mind the specific risks deriving from working within the Exhibition Centre. Setting up and dismantling of the stand is subject to the provisions of the Technical Regulation and the Exhibitor will be liable for it. The Exhibitor shall provide for such works, directly or through third parties, in accordance with the safety prescriptions of DLgs 81/08.

## **Art. 11 - PRESCRIPTIONS AGAINST ILLEGAL LABOUR**

In accordance with Law n. 248 dated 4/8/2006, conversion of the Bersani decree (D.L. 223/06) all workers must exhibit their identification badge, reporting personal particulars, photograph and indication of the employer. Such prescription can be applied also to self-employed professionals, who have to provide for the badge on their own. Should several employers or self-employed professionals be present at the same time, the responsibility of complying with these prescriptions will entirely fall under the Customer.

Exhibiting spaces must be returned in the same conditions as they were when assigned.  
Expenses deriving from restoration works following damages caused by the Exhibitors or their staff to exhibiting areas, structures, installations or plants of the Exhibition will be fully charged to Exhibitors. These works will be carried on exclusively by and shall be reimbursed to Nuova Fiera del Levante.

**Art. 12 -  
DAMAGES**

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 € 150,00 for each day and for every 10 sqm of occupied area.

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. 13 -  
REAL CREDIT  
GUARANTEES**

Goods in general, exhibited samples and materials for set-up brought in the Exhibition Centre cannot be taken out until the end of the Exhibition.

The Organizing Company reserves the right to issue special exit vouchers in case of justified reasons, declared in written by the participants. At the end of the Event, exhibited goods and set-up material can be taken out only after requesting and obtaining the "Exit voucher", which shall be issued only to those Companies, which cleared all payments to FEDERUNACOMA Surl.

The Exhibiting Company authorizes from now itself FEDERUNACOMA Surl to carry on inspections and verifications on goods, products and materials, also through its officers, identifiable by badges, up to the time they leave the Exhibition Centre. The present provision applies also in case the Exhibitor confers the custody or ownership of goods, products and materials to a carrier.

After the closing of the Event, exhibiting spaces must be cleared within the time frame set up by FEDERUNACOMA Surl through specific instructions, which will be timely communicated to Exhibitors.

After this term, the material will be deemed as abandoned and FEDERUNACOMA Surl will order to clear it, charging the related clearing and storing costs to the defaulting Exhibitor, without undertaking any liability towards custody of the said material and/or any damage that may occur to it.

**Art. 14 -  
ENTRANCE AND  
EXIT OF GOODS;  
"EXIT VOUCHER";  
REMOVAL  
OF GOODS**

FEDERUNACOMA Surl will provide for the designing and printing of the official catalogue. Exhibiting Companies can appear in it only with the product categories specified in the catalogue reports the information Exhibitors must provide FEDERUNACOMA Surl with through the related form.

The Organizer will not be held responsible under any circumstances for any error or omission, which might occur in designing and printing the Official Catalogue, as well as for not having inserted the information of those Exhibitors, whose participation file is not defined by August 30th, 2019.

The Organizer reserves the right to modify, cancel or group the product information every time it will be deemed opportune and useful.

Exhibitors can advertise in the Official Catalogue and Pianta Guida, subject to the payment of the fee set for this type of advertising.

FEDERUNACOMA Surl reserves to timely send all the documents regarding such type of advertising to Companies which subscribed the Application Form, without intending it as an implicit acceptance of the said Application.

**Art. 15 -  
OFFICIAL  
CATALOGUE;  
FLOOR PLAN**

Free advertising. Exhibitors are allowed to carry on free of charge, within the limits prescribed by Art. 9, only those advertising actions that do not represent a direct comparison with the one of another Exhibitor and in any case do not bother any third party because of their appearance and their substance.

Advertising on behalf of third parties within the exhibiting space boundaries is strictly forbidden.

Paid advertising. Advertising in the Exhibition Centre, on the basis of a specific list of rates, can be done in the following ways: luminous, announcements, hoardings and similar, by means of promotional vehicles. It can only be exposed and made in the forms, quantities and placements previously agreed with FEDERUNACOMA Surl, subject to the payment of the related fee.

Unauthorized advertising. In case of advertising not authorized in written by the Organizer, or crossing the limits prescribed in the authorization, FEDERUNACOMA Surl reserves the right to provide directly for the removal of products, structures or any other item, charging the related expenses to the defaulting Exhibitor and/or to levy the sanctions prescribed in the last subparagraph of Art. 22. It is understood that FEDERUNACOMA Surl will not be held responsible for any damages caused to the products and structure by the removal.

It is explicitly convened that any form of advertising derives from an initiative by the Applicant and under its directions, without FEDERUNACOMA Surl having the power or simply the possibility of controlling neither the appearance nor the content of the advertising. Therefore, the Applicant expressly indemnifies and holds harmless FEDERUNACOMA Surl and Nuova Fiera del Levante from each and every claim a third party might raise for copyright infringement, intellectual and industrial property infringement, disclosing of Company confidential and non-confidential information. The Exhibitor shall also bear the cost of the consultants FEDERUNACOMA Surl might hire in order to return to the claims of the damaged third parties.

**Art. 16 -  
ADVERTISING**

**Art. 17 - SERVICES;  
LIGHTING;  
FIRE-FIGHTING**

FEDERUNACOMA Surl reserves the right to manage, regulate or subcontract whichever service it will deem opportune to activate, establishing the related prescriptions, mandatory for all Exhibitors.

For paid services, FEDERUNACOMA Surl, in the interest of the Exhibitors, agreed on preferential tariffs with certain suppliers, to whom queries can be addressed, in accordance with prescriptions and tariffs reported in the "Information for Exhibitors" booklet, which are therefore intended as integral part of the present General Conditions, without any liability deriving for FEDERUNACOMA Surl or Nuova Fiera del Levante on the performance of the aforementioned suppliers.

Should the Exhibitor decide not to avail of the above mentioned suppliers for its requirements, he shall communicate it in advance to FEDERUNACOMA Surl, provided the Exhibitor's liability also for acts or facts of his contractor of choice. It is understood that Contractors shall comply with the operative directions by FEDERUNACOMA Surl and Nuova Fiera del Levante, with the prescriptions reported in the "Technical Regulation" as previously mentioned in Art. 8 and shall safeguard the image of the Organizer and of the Fair, its halls and the aesthetic and functional uniformity of the set-up: therefore, should the contractors chosen by the Exhibitor violate these prescriptions, the Organizer reserves the right to forbid - without prejudice to request for indemnify - the access to the Exhibition Centre to the above mentioned contractors. The Organizer provides for the general lighting of all the halls deputed to the various product categories, except of outdoor areas and isolated halls. For the latter, the plant shall be installed on the Exhibitor's own care and costs, fully complying with the current law. The halls are equipped with plugs for connecting the Exhibitors' plants. Consumptions above the power included in the registration fee (as per Art. 4 of the present Regulation) shall be charged directly to the exhibiting Companies by Nuova Fiera del Levante) in accordance with the provisions of the "Additional technical supplies" form. The power values related to the categories include also the power of fluorescent and/or incandescent lamps stands are equipped with (spotlight bars, tracks, showcases, etc.). The exhibiting Company is always responsible for all damages that may occur due to its plant. FEDERUNACOMA Surl reserves the right to close the stand in case of serious issues. In application of a correct fire-fighting policy, in the common interest also of the Exhibitors, FEDERUNACOMA Surl will provide for making available on rental basis for the duration of the Exhibition one fire extinguisher approximately every 200 sqm of exhibiting space, along with the instruction manual. Equipping with fire extinguisher is compulsory for all Exhibitors. At the end of the Exhibition, the Exhibitor shall return the fire extinguishers at the Technical Assistance Desks of Fair. The Exhibitor expressly recognizes and accepts that in case the extinguisher will not be returned according to the specific procedure, it will be charged at cost.

**Art. 18 -  
CLEANINGS**

The Organizer will provide during the Exhibition for getting corridors and common areas in the halls cleaned. Cleaning of stands is at the expense of the Exhibitors, which shall avail of their service staff at the stand or of the dedicated cleaning service made available by FEDERUNACOMA Surl, which will avail, at preferential rates, of leading specialized Companies.

**Art. 19 -  
SUPERVISION 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 UNIPOL ASSICURAZIONI - AGENCY 10483 "Meass assicurazioni sas di Livolsi e Cello", whose details are given in the form "REQUEST FOR QUOTE FOR SUPPLEMENTARY INSURANCE POLICY FOR THE EXHIBITOR", available on the website [www.agrilevante.eu](http://www.agrilevante.eu)

Any concluded supplementary policy must be transmitted by the Exhibitor to the Organizer for due information.

**Art. 20 -  
ACTIVATION OF  
MACHINERY**

For demonstration purposes subject to prior written authorization by FEDERUNACOMA Surl, machinery can be activated according to a fixed time frame, on condition that their activation does not represent threat or annoyance whatsoever to any person present for whichever reason within the Exhibition Centre. Interested Companies shall therefore provide in advance for the required verification and comply with the present regulation on the matter. FEDERUNACOMA Surl and Nuova Fiera del Levante shall not be held liable for any direct or indirect damage that may occur to persons or things.

**Art. 21 -  
ENTRANCE;  
TIMINGS**

The Exhibition, for its whole duration, is open to visitors every day, according to the timings FEDERUNACOMA Surl reserves to establish and timely communicate to Exhibitors.

Exhibitors undertake to open their stands, perfectly and timely abiding by the opening time.

Therefore, should the stand remain closed for a period of at least four hours in total, even not consecutive and for a portion of an hour, the contract shall be cancelled ipso iure and the Exhibitor shall immediately vacate the exhibiting area and correspond the entire due amount, without prejudice to indemnify for any greater damage suffered.

In any case, it is expressly agreed the FEDERUNACOMA Surl staff shall be entitled to directly provide for removing the obstacles that might hamper the visibility of the exhibited goods and that neither FEDERUNACOMA Surl nor Nuova Fiera del Levante shall be held liable both in case of damages occurred to the stands and the goods located within it and in case of lacking of goods or their theft. In the same way, Exhibitors shall provide for the closing of the stand according to the Exhibition closing time, without any exception.

**Art. 22 -  
PROHIBITIONS**

It is absolutely forbidden for all Exhibitors:

- a. To totally or partially hand over the stands, even for free, unless expressly authorized by FEDERUNACOMA Surl;
- b. To exhibit, use and distribute boards, posters, leaflets, samples, brochures and similar, having no commercial purpose but referring to political or economic programmes or that create disputes with other Exhibitors
- c. To collect signatures, declarations and judgments;
- d. To carry on propaganda activities or express judgments on political and social institutions, both national and international, that might appear cynical or offensive;
- e. To remain within the Exhibition Centre after the closing time (applies also to staff);
- f. To advertise on behalf of third parties and to advertise without previous written authorization;
- g. To carry on live demonstrations without a specific written authorization;
- h. To take pictures, film, draw sketches or by any mean reproduce the products and goods exhibited in the stands, as well as in the exhibiting areas where they are located, without written authorization by the involved Exhibitors and FEDERUNACOMA Surl;
- i. To modify or change the colour of the structures and set-ups of the Exhibition Centre;
- j. To carry on works in the exhibiting area during the opening time;
- k. To apply stickers on any structure of the Exhibition Centre;
- l. To use advertisements such as goal banners;
- m. To move around the Exhibition Centre during the Exhibition with any vehicle whatsoever and park trucks, even if empty, and advertising vehicles.
- n. To exhibit products not related to the products the Exhibition is dedicated to: in such circumstances, the Organizer shall be entitled to remove ex officio the products not related to the products the Exhibition is dedicated to, charging the Exhibitor with the removal and stocking expenses. For such purpose, the Exhibitor expressly authorizes the Organizer to enter his stand even in his absence;
- o. To exhibit boards or samples, even if merely approximate, on behalf of Companies not enlisted in the Application Form and not represented;
- p. To carry on any show or entertainment of any kind, nature and characteristics, even if limited to the stand only or finalized to product presentation, without prior authorization from the Organizer;
- q. To advertise by any mean outside the stand and within the Exhibition Centre. Distribution of promotional material is allowed only within the stand;
- r. To sell with delivery on the spot the exhibited machines and equipment. Sale of gadgets within the stand is allowed only for the duration of the Exhibition, subject to prior authorization and compliance with the present regulations on the matter;
- s. To use the sound of audiovisual equipment;
- t. To avail of the Agrilevante logo without being expressly authorized by Organizer and Nuova Fiera del Levante;
- u. To display machines without protection devices for the parts that might represent a danger to visitors;
- v. To smoke within the halls and the other indoor areas of the Exhibition Centre;
- w. To remove set-ups and exhibited goods before the date and time set by the Organizer for dismantling.

The Organizer and the Fair are not liable for exhibited machinery that do not comply with the regulation on prevention of accidents. For operating sound equipment, for which royalties are mandatorily due to S.I.A.E., the Exhibitor shall be previously authorized by S.I.A.E.'s Bari office. In the event of a control, should S.I.A.E. during the Exhibition find out that the Exhibitor has not been previously authorized to operate sound equipment, the amount that S.I.A.E. will charge to FEDERUNACOMA Surl will be automatically charged to the Exhibitor and reported in the final statement. Failing to comply with the above reported regulations represents a breach of contract. Therefore FEDERUNACOMA Surl shall be entitled to charge defaulting Exhibitors with a penalty from a minimum of € 300.00 to a maximum of € 900.00 for each infraction, without prejudice to indemnify for any greater damage suffered. It is expressly agreed that the verifications by the Organizer's staff, as long as undersigned by two Exhibitors or by two Visitors, represent a proof, even if not undersigned by the

Exhibitor, to whom the infraction is notified. The contract shall be considered cancelled ipso iure if an Exhibitor is held responsible for three infractions or more, even if notified for different reasons. In this event, the Exhibitor shall immediately vacate the exhibiting area and pay the entire due amount, without prejudice to indemnify for any greater damage suffered.

**Art. 23 -  
MODIFICATIONS  
TO REGULATIONS**

The Organizer reserves the right to set, even as an exception to the present regulation, further rules and regulations to better regulate the Event and the related Services. These rules and regulations shall have the same value as the present regulation and therefore shall be deemed as mandatory. In the event the Exhibitor fails to comply with the prescriptions of the present general regulation, the Organizer reserves the right to expel him from the Exhibition. In such circumstances, the Exhibitor doesn't have the right to refunds or compensations whatsoever.

**Art. 24 -  
POSPONING,  
SHORTENING OR  
CANCELLATION  
OF THE EXHIBITION**

The Organizer has the discretionary and unquestionable faculty of changing the dates of the Event, without the Exhibitor being entitled to recede from or in any case cancel the contract and free himself from his obligations. Should the Exhibition not totally or partially be held due to unforeseeable events or to force majeure, the Organizer will have the right to cancel the Application Forms and return to the concerned Exhibitors the funds available, in proportion to what they paid, after deducting borne and committed expenses. In such event the Organizer will inform about the modifications applied through written communication, by registered mail or telegram, at least 30 days before the scheduled starting date of the Exhibition.

**Art. 25 -  
FORM; CONTRACT  
DOCUMENTS;  
COMPLAINTS**

Written form is the only one allowed for the Exhibition contract, for any variation in its content and for any communication regarding it. Those prepared by FEDERUNACOMA Surl are the only valid documents, i.e. the "Application form" and the "Confirmation of admission". It is forbidden to make any change or cancellation 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. 26 -  
INTELLECTUAL  
PROPERTY**

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. 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. 27 -  
POSSIBILITY OF  
EXPOSURE OF  
MACHINES NOT  
COMPLIANT WITH  
DIR. 2006/42/EC**

Any Exhibitor that needs to exhibit machines that do not comply with the Machinery Directive (for example, those marketed outside the EU or prototypes not yet ready for sale), must post a special sign advising its unavailability in the European market. As provided for in Art. 6 paragraph 3 of the Machinery Directive: "Member States shall not prevent, in particular during exhibitions, demonstrations and the like, the presentation of machinery or quasi-machinery not complying with this Directive, provided that a visible sign clearly indicates the non-compliance of these machines and their unavailability before they are made compliant. Furthermore, when demonstrating such non-compliant machines or quasi-machines, appropriate safety measures must be taken to ensure the protection of persons." In particular, a possible text for the information sign might be: "The displayed machine does not comply with the Machinery Directive 2006/42/EC. Visitors are advised that the machine will be available in the European Union after being made compliant." It should also be noted that, in addition to the information notice, for a non-compliant machine it is necessary, if necessary, to take special measures to avoid risks to visitors.

**Art. 28 -  
GENERAL  
PRESCRIPTIONS,  
DOMICILE,  
APPLICABLE LAW,  
ITALIAN JURISDICTION  
AND COURT**

The Exhibitor must comply with the prescriptions issued to Nuova Fiera del Levante by the Public Safety Authority and by the authorities for fire-fighting, accident prevention and surveillance of public places. The Exhibitor and third parties working on his behalf must avail of staff, whether employees or self-employed, whose contracts comply with the prescriptions on social security, insurance, tax payment, etc. The Exhibitor elects domicile at his registered office and accepts exclusively the Italian jurisdiction and the Court of Bari. The relationship among the Organizer, Nuova Fiera del Levante, the Exhibitor and possible third parties is ruled exclusively by the Italian law.

**Art. 29 -  
RELATIONSHIP  
WITH NUOVA  
FIERA DEL LEVANTE**

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 Ente Nuova Fiera del Levante. Each and every obligation by the Exhibitor will be extended to the Ente too. Should a breaching of the said obligations, of any prescription or of any law happen, the Ente will be entitled to directly intervene, acting also through its staff working in the Exhibition Centre.



# AGRILEVANTE

by 

**International Exhibition  
of Machinery and Technologies  
for Agriculture**



FEDERUNACOMA Srl

Operating and administrative offices: Italia - 00159 Roma - Via Venafrò, 5

Tel. (+39) 06.432.981 - Fax (+39) 06.4076.370

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

[www.agrilevante.eu](http://www.agrilevante.eu) - [agrilevante@federunacoma.it](mailto:agrilevante@federunacoma.it)