

TERMS & CONDITIONS OF PARTICIPATION

1. GENERAL INFORMATION

1.1. NAME OF THE SHOW

65th GENOA INTERNATIONAL BOAT SHOW (for the sake of brevity, hereinafter referred to as the Boat Show)

1.2. PATRON

CONFINDUSTRIA NAUTICA – ITALIAN MARINE INDUSTRY ASSOCIATION

1.3. ORGANISER

I SALONI NAUTICI S.r.I. Via San Nazaro 11/2 – 16145 Genoa Tel. 010.5769811- fax 010.5531104 www.salonenautico.com E-mail: <u>info@isaloninautici.com</u> – PEC <u>isn@pec.confindustrianautica.net</u> VAT Number and Tax Identification Code: 02255000990

(for the sake of brevity, hereinafter referred to as I Saloni)**1.4.** DATE AND LOCATION OF THE BOAT SHOW

18th – 23th September 2025 P.le J.F. Kennedy, 1 16129 Genoa Registration opening date: 18th February 2025 Registration closing date: 3rd April 2025

1.5. SETTING UP PROCEDURES

For bare display areas, access is allowed from 8th to 17th September 2025 with vehicle access from 8th to 14th September 2025.

For areas set up by the Organisers, access is allowed from 12th to 17th September 2025 with vehicle access from 12th to 14th September 2025.

Working hours from 8.00 am to 8.00 pm.

From 15th to 17th September, the Organisers reserve the right, exceptionally and upon Exhibitor's request, to authorise the introduction of vehicles and/or boats. The above authorization will be given at the sole discretion of the Organisers and only when technically possible, to be scheduled at a predetermined time and date and paid for, about the costs of which the Organisers reserve the right to notify the interested party should such an authorization be requested.

For the handling of incoming and outgoing products, the handling service through the Boat Show's logistics centre will be in operation as of 5th September.

The berths located in the Boat Show's marina may be occupied from 12th September to 16th September 2025, unless otherwise indicated by the Organisers.

Any requests to anticipate the availability of bare areas for setting up between 1st and 7th September will be evaluated by the Organisers and may be accepted at the minimum cost of \notin 200+VAT per day or any other higher amount that the Organisers reserve the right to request.

Requests for the occupation of mooring areas from 3rd September 2025 to 11th September 2025 will be evaluated by the Organisers and, if necessary, accepted at a minimum cost of €200+VAT per day per boat or any other higher amount that the Organisers reserve the right to request.

1.6. THE BOAT SHOW

The Boat Show is open to the public from Thursday 18th September to Tuesday 23th September from 10.00 am to 6.30 pm.

Exhibitors are allowed access to the Exhibitor Areas from 8.00 am and must leave said Areas by 8.00 pm.

The Boat Show's Tech Trade days, reserved for industry professionals, will take place on Monday 22rd and Tuesday 23th September from 10.00 am to 6.30 pm.

1.7. DISMANTLING PROCEDURES

The display areas must be dismantled: - on 23th September 2025, from 8.00 pm to 11.00 pm for all areas with pedestrian access

only. - For bare display areas, from 24th September to 28th September 2025, from 8.00 a.m.

 For bare display areas, from 24th September to 28th September 2025, from 8.00 a.m. to 8.00 pm with vehicle access from 25th September to 28th September 2025.

- For pre-fitted areas, from 24th September to 26th September from 8.00 am to 8.00 pm with vehicle access on 25th and 26th September 2025. After this date, the Organisers will dismantle the structures and responsibility for any material inside the display area will remain solely with the Exhibitor.

The Organisers reserve the right, exceptionally and upon Exhibitor's request, to authorise the introduction of vehicles into the exhibition venue on 24th September, at their sole discretion and only where technically possible.

The mooring areas must be vacated no later than 28th September 2025. The Exhibitor acknowledges that compliance with these terms for dismantling and releasing the display areas is essential for the Organisers, also due to the fact that said areas are themselves granted by third parties to the Organisers for the purposes of organising the Boat Show and must be returned to the Organiser at the end of the Boat Show, and that failure to comply with these terms may cause serious damages to the Organisers, including in relation to liabilities towards the grantors of the areas, damages for which the Exhibitor shall be fully responsible and indemnify the Organisers.

A minimum amount of €200+VAT per day will be charged for the stay of set-ups from and including 29th September, without prejudice to compensation for any further damages. From 1st October the materials will be removed by the Organisers and the handling and disposal costs charged to the Exhibitor. Requests to maintain moorings from 29th to 3rd October 2025 will be assessed by the Organisers and, if necessary, accepted at the minimum cost of €200+VAT per day per boat or any other higher amount that the Organisers reserve the right to request, without prejudice to compensation for damages.

1.8. PARTECIPATION RULES

The following parts jointly constitute the Genoa International Boat Show Participation Rules:

- Application Form
- Terms & Conditions of Participation

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Exhibitor's Manual

2. PARTICIPATION REQUIREMENTS

2.1. PRODUCT CATEGORIES

Products may be displayed only if said products are related to the marine industry as shown in the Index of Products.

2.2. PRODUCT CHARACTERISTICS

All products exhibited and/or advertised at the Genoa Boat Show must be the Exhibitor's own products or produced by the company for which the Exhibitor is the representative. The Organisers reserve the right to ask for suitable documentary evidence in order to prove accordance with the above.

Boats of the same size will be admitted only if with differing exterior designs.

All boats on display must be new, in perfect condition, finished and ready for navigation. In case of any dispute, the judgment will be passed to a special Commission of Experts, designated by the Organisers, who will judge the final outcome in accordance with market traditions and usage.

Exhibitors may display:

- boats up to 16 metres in maximum length, provided that the date of their registration or construction does not extend beyond 1 year prior to the opening of the Boat Show;
- boats over 16 metres in maximum length provided that the date of their registration or construction does not extend beyond 2 years prior to the opening of the Boat Show.

Maximum length means the distance in metres from the foremost part to the aftermost part (according to the ISO 8666 Standard) of each boat displayed.

As required by legislative decree n. 5 of 11th January 2016, article 5, paragraph 6, during the Boat Show products as in accordance with article 2, paragraph 1 of the same decree may be displayed, even if not in full compliance with said decree, provided the relative exhibitor provides explicitly clear signage indicating that the respective products are not compliant and that they may not be made available or put into service until they are duly made to comply with the relative required standards (minimum size of sign: cm 29.7 x 21 cm). The signage must state as follows: "In accordance with Directive 2013/53/EU which abrogates directive n. 94/25/EC the product displayed is without CE markings but will be put on the market and into service within the European Union only once it complies with the standard qualifications provided by the same directive".

Boating equipment on display during the Boat Show must comply with domestic and international standards in force. Compliance with such standards often implies clear affixing of proper markings on the product in question. In the specific case of components and equipment referred to in Appendix II "Leisure boating unit components" of legislative decree n. 5 of 11th January 2016 n. 171, markings are necessary, in accordance with the same decree abrogating directive 94/25/EC.

In the case of safety equipment referred to in Decree n. 146 as issued by the Italian Ministry of Sustainable Infrastructures and Mobility on 29th July 2008, a number of these must comply with the relevant domestic standards (expressed with ministerial decrees or notifications given by the competent Authorities) and they must bear the relevant specific markings.

The Exhibitor must observe all these requirements for the products they display and in the case of prototypes of accessories or of equipment, as such not complying with the relative standards that would normally apply, the Exhibitor is allowed to display them on condition that the Exhibitor give evidence to the public that these items cannot be put on the market since they do not comply with the current legal standards.

Historical boats may be admitted but only following specific written authorisation provided by the Organisers.

Boats and trailers that are manufactured by the same company may be exhibited in the same exhibition space. Trailers used for transport purposes to the Boat Show may be used as boat stands, provided each trailer's manufacturer's brand is concealed.

Display of packages that include outboard engines and boats both manufactured by the same company with the same trademark is allowed in the specific area dedicated to this product.

Display of boat packages and/or RIB packages with brands belonging to the same Group is also allowed.



Display of boat packages and/or RIB packages is also allowed if supplied with an official sales list in the Italian territory and an agreement mutually recognised between the boat manufacturer and the outboard engine manufacturer.

In order to determine the eligibility to display, a copy of the Official Price List, letter of acknowledgement from the outboard engine manufacturer and letter of acknowledgement from the hull manufacturer must be presented to the Organisers no later than 1st September 2025.

All products displayed and/or otherwise advertised within the event must be original, not counterfeit or of illicit origin. The Organisers reserve the right to request suitable documentation to prove compliance with the above.

Compliance with each and every one of the above provisions is the sole responsibility of the Exhibitor. The Exhibitor warrants and indemnifies the Organisers against any liability arising from failure to comply with each and every one of the above provisions. For the breach of any of the provisions set out in this article, the Organisers may also, without prejudice to the above and without prejudice to any other remedy under the law and contractual agreement, request the removal of the boat, the engine or, more generally, the exhibited product, apply a penalty of up to \in 1,000 per day of exhibition, terminate the contract pursuant to article 1456 of the Italian Civil Code, request compensation for any greater damage suffered, both pecuniary and non-pecuniary, and terminate the right of first refusal for the display area at the next edition of the Genoa International Boat Show.

2.3. DIRECT SALES

The sale and/or delivery of products from stands is not permitted, with the exception of publishing and sponsor/partner-related products.

Dedicated areas reserved for direct sales (e.g. the 'Shopping' sector) are allocated by the Organisers to companies requesting direct, immediate sales.

Demonstrations of exhibited products are not permitted, unless expressly authorised by the Organisers upon written request by the Exhibitor.

All products displayed and/or in any case advertised at the exhibition must be original, not counterfeit or of illicit origin. The Exhibitor hereby warrants and indemnifies the Organiser against any liability arising from failure to comply with the above. The Organiser reserves the right to request suitable documentation to prove compliance with the above.

In the event of a breach of even one of the provisions of this article, the Organisers may terminate the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, and claim compensation for any greater damages suffered, both pecuniary and non-pecuniary.

2.4. TERMS OF ADMISSION

Companies may be allowed to participate in the Boat Show, at the Organisers' discretion, if they, for at least one year prior to the date of closing date specified in article 1.4., (i) have been registered with the Italian Chamber of Commerce or, in the case of foreign companies, with the foreign body corresponding to the Italian Chamber of Commerce and (ii) have been performing activities relating to categories of products referred to in the merchandise index in relation to which they intend to participate in the Boat Show (hereinafter referred to as the "Activities"), without prejudice to the subsequent paragraphs.

1. The existence of the requirements referred to in paragraph 1 (i) and (ii) must be evident from the Chamber of Commerce company registration details, in relation to Italian companies, and from a document equivalent to the Chamber of Commerce company registration details in relation to foreign companies. The Organiser may request additional information and documentation to verify the existence of the above requirements and, in particular, the effective and uninterrupted operations of the applicant company.

2. Where the applicant Exhibitor carries out the Activity following the lease or transfer of a company or a company branch concerning the same activity, the Organiser may evaluate the existence of the requirement referred to in paragraph 2.4.1. (ii) in relation both (a) to the firm that rented or acquired the company or company branch and (b) to the company or the company branch leased or transferred.

3. Provided that the requirements set out in the previous paragraphs are complied with and the formalities prescribed by the rules of participation are observed, the subjects below may be admitted to the Boat Show, at the Organisers' discretion:

a) Italian and foreign manufacturers and representatives of Italian or foreign manufacturers who have a sales organisation covering the whole of Italy. Where the manufacturer itself will not be participating, the latter must communicate to the Organiser no later than 30 (thirty) days before the date of opening of the Boat Show the name(s) of the company/companies authorised to exhibit the products on its behalf. In case of multiple concession, any of the same brand may also be represented by a single Exhibitor established by the manufacturer.

b) Consortia or Company Collectives that comply, individually, with the requirements for participation. Each company of the Consortium/Group must belong to a single product sector. A Consortium/Collective must (i) submit an application for participation to request the exhibition space for each individual company of the same Consortium/Group and pay for each company the amounts specified in article 3.3 and (ii) explicitly assume the obligations arising from the conditions of participation, both for itself and on behalf of each individual company. Each company of the Consortium/Group must sign the reference application for knowledge and complete acceptance and may only enforce any requests and claims against the Organiser through the legal representative of the Consortium/Group.

c) $% \left({{{\rm{T}}_{{\rm{T}}}}_{{\rm{T}}}} \right)$ retail traders (only for the "Shopping" sector and for any other areas provided by the Organiser).

4. Trade associations, public administrations, institutions and organisations whose operational sphere relates to pleasure boating may also be admitted to the Boat Show.

The participation of those subjects to the Boat Show will be limited to promotional, advertising and general representation activities with a prohibition of presentation and/or display of boats and/or specific products.

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The following are not entitled to participate in the Boat Show unless determined otherwise by the Organisers:

a) Italian companies (i) in liquidation and/or (ii) subject to the insolvency proceedings referred to in R.D. 267/1942 (hereinafter "L.F.") or, once implemented, legislative decree n. 14/2019 and subsequent amendments and integrations in force at the time of submission of the application for participation - including the closure agreement procedures referred to in article 161 paragraph 6 L.F. or in legislative decree n. 14/2019 - and, in any case, subject to liquidation procedures, with the clarification that the Organiser reserves the right to assess admission to the Boat Show of companies subject to the procedure of composition with creditors on a going concern basis pursuant to article 186 bis L.F. (or equivalent procedure as will be required by legislative decree n. 14/2019).

It should be noted that Italian companies that have obtained the approval of a restructuring procedure of its debt exposure under article 182 bis/ter L.F. (or equivalent procedure as will be required by legislative decree n. 14/2019) are not considered to be subject to insolvency proceedings for the purposes of this paragraph. In such case the company must include, along with the application for participation, a certified copy of the decree of approval of the Restructuring Agreement.

b⁻ foreign companies undergoing liquidation or insolvency procedures in force at the time of submission of the application for participation in the country where the Exhibiting Company is based, with the clarification that the Organiser is entitled to assess admission to the Boat Show of companies subjected, in accordance with the regulations in force in the country of residence, to procedures that do not have liquidation purposes and that have objectives that are similar to those cases provided for by article 182 bis/ter L.F. or by article 186 bis L.F. (or equivalent procedure as will be required by legislative decree n. 14/2019).

6. If the liquidation or the procedures referred to in paragraph 6 start, even after Confirmation of Participation, the Exhibitor undertakes to provide immediate written notice to the Organiser and, in this case, the Organisers are entitled to withdraw and exclude the Exhibitor from the Boat Show.

7. The Exhibitor takes on full responsibility with regard to the veracity of the declarations and statements it has made in order to obtain acceptance of its application for participation and with reference to the existence of all the requirements claimed for participation at the same event, while also assuming all responsibility for any damages caused to third parties (including to other exhibitors) which is associated with the declarations and statements that are revealed to be untrue and in any case detrimental to the rights of third parties (including of other exhibitors); this is also relevant in the case in which such declarations and statements or behaviour by the Exhibitor prove to be detrimental to the participation in the event by other entities.

8. The Organisers reserve the widest discretion in assessing the existence of conditions of admission and acceptance of applications for participation. The Organisers assume no responsibility for the decisions it has taken in relation to the acceptance or rejection of the application for participation made by the Exhibitor.

2.5. APPLYING FOR PARTICIPATION

The Application Form must be submitted by 3rd April 2025 and must include the following annexes:

- 1 The terms & Conditions of Participation duly signed on each page for acceptance and at the bottom in the spaces provided.
- 2 A Chamber of Commerce certificate or Chamber of Commerce declaration issued no more than 3 months ago certifying registration for at least one year as set out in art. 2.4 above and the specific activities carried out in the product sector for which participation in the Boat Show is requested.
- 3 Certification from the Italian Patent and Trademark Office certifying the filing and/or registration of the Exhibitor's trademarks, without prejudice to the provisions of Article 2571 of the Italian Civil Code regarding the de facto use of unregistered trademarks.
- 4 Proof of payment of the sums due upon presentation of the Application Form, as envisaged in art. 3.4 below.
- 5 A representative mandate of any Italian or foreign manufacturers whose products are distributed by the exhibiting company on a national scale. The Exhibitor undertakes to comply with the obligations of traceability of financial flows

The Exhibitor undertakes to comply with the obligations of traceability of financial flows pursuant to Article 3 of Law 136/2010. If the Exhibitor is subject to the aforementioned regulations, it shall obligatorily notify the Organisers at the time of registration and in any case before paying the participation deposit.

The Application Form must be signed for sole proprietorships by the Owner and in all other cases by the Legal Representative or another person with the necessary powers. Applications that are incomplete or not accompanied by the required information will not be considered until they are actually completed.



Late applications may be accepted at the Organisers' discretion, on which, however, a surcharge of 10% on the space concession fee will be applied. Submission of the Application Form, which from the moment it is handed over to the

Organisers shall be considered irrevocable and binding for the person submitting it, entails the applicant's obligation to comply with every requirement and fulfilment of the Rules and Regulations for Participation as set out in Article 1.8 above.

3. PARTECIPATION ACCEPTANCE AND ADMINISTRATIVE PROVISIONS

3.1. ACCEPTANCE OF APPLICATIONS

Once the application is made and up until the first day of the Boat Show, this becomes irrevocable for the applicant, who commits to accepting the allocated exhibition space, in accordance with rules and procedures set out in the Terms & Conditions of Participation, even if allocated areas are different from those requested. Such allocation will be done with utmost regard to all the requirements dictated by the representation, organisation and of image of the Boat Show, and also according to the company solidity, to its commercial tradition and working dimensions.

However, the Organisers have the maximum discretionary power both for the acceptance of applications and for the determination of the exhibition spaces to be allocated to the applicants.

The Organisers are not bound in any case to communicate the refusal of applications, nor to provide reasons for why the application has been not accepted.

Communication of an application's acceptance will be given to applicants only via the issuing of the letter "Confirmation of Participation", which will be the sole official document proving the admission of one company to the Boat Show. The invoicing of the deposit paid by the applicant at the time of his registration to the Boat Show is sent to the applicant itself, but it does not act as a confirmation of the space.

The Organisers have the right to reduce or modify the exhibition spaces already allocated and born out in the letter "Confirmation of Participation", or to replace them with others, which may also be situated in different areas, in accordance with the Terms of Participation. Should any case of this kind occur, the Organisers will adjust the amount due with no right for the Exhibitor to claim reimbursement or remuneration, excluding any and all damages or compensation for the Exhibitor. In case of non-acceptance of the application on behalf of the Organiser, the same reserve the right to keep the registration fee as a refund for registration expenses. By accepting these terms and conditions for applying to take part in the Boat Show, the Exhibitor also accepts the matchmaking rules and regulations and relative policy notice, which are deemed to be reproduced here in full and available at the following link.

3.2. WAITING LISTS

If the Organisers reject an application for participation due to lack of available exhibition space, excluded Exhibitors will receive notification of the formation of a "waiting list" for the product sector of their interest. Exhibitors on waiting list shall, in compliance with their own organising needs, notify the Organisers in writing of the cut-off date within which the Organiser may consider their applications valid. If the possibility of exhibition arises before that date and if this is rejected by the Exhibitor on waiting list, the Organiser will have the right to retain the entire amount already paid by the Exhibitor.

Otherwise if the Exhibitors on the waiting list cancel their application for participation in writing or if the Organisers offer no exhibition solutions by the cut-off date, the latter will reserve the right to retain the registration fee as reimbursement for office fees.

3.3. PARTICIPATION RATES

In order to take part in the Genoa Boat Show, the Exhibitor shall pay the Organisers - who shall invoice the company holding the Application Form directly - the following amounts (all of which shall be understood to be excluding VAT, unless otherwise specified):

a) a registration fee of € 900.00

b) a fee of \in 350.00 for each company brand

- c) the following amounts are envisaged for the inclusion of exhibitors representing/dealing with Italian and/or foreign manufacturers
 - one company represented € 900.00
 - up to 5 companies represented € 1,700.00
 - up to 10 companies represented € 4,400.00
 - up to 15 companies represented € 5,850.00
 - up to 20 companies represented € 8.000,00
 - over 20 companies represented € 11,000.00
- d) a fee for the concession of the display area, which remunerates the availability of the bare area and does not include any type of set-up; any obstructions such as protrusions, pillars, columns as well as spaces used for technical connections shall be counted as exhibition space. The fee is based on square metres of bare area and differs according to exhibition areas and any compulsory pre-fitting provided by the Organiser. The fee is calculated on the basis of the fee brackets, details of which can be found in the Exhibitor's Manual, summarised below, which are valid for Participation Applications sent complete in all their parts by the closing date for registrations indicated in art. 2.5 above.

EXHIBITION AREA RATES (VAT excluded):

Surfaces on land

Pavilion B Ground Floor 163,00 €/sqm; Pavilion B Upper Floor 153,00 €/sqm, if including set up for equipment and components 258,00 €/sqm; Outdoor Areas: Outdoor Areas 123,00 €/sqm, Sailing World area (Piazzale Marina) - covered 135,00 €/sqm if including set up 283€/sqm; Sailing World area (Piazzale Marina) - open-air 123,00 €/sqm; Quay Areas 135€/sqm with set up from 168€/sqm; Shopping area 135€/sqm with set up from €283/sqm. Power Village 313€/sqm including setting up the display area.

Marina Berths:

boats with LFT up to 9.99 €3,150.00 - 10.00 to 11.99 €3,600.00 - 12.00 to 14.99 €5,000.00 - 15.00 to 17.99 €6,550.00 - 18.00 to 21.99 €8,150.00 - 22.00 to 24.99 €10.400.00 - over 25 on quote; Multihull berths: relative size range+30%; Additional costs: + 10% for stands with two free sides, + 20% for stands with three free sides, + 30% for stands with four free sides.

Applications received after the closing date for entries are subject to a 10% surcharge. e) a pre-fitting fee, where applicable, provided by the Organisers, according to the specifications in the previous point and specified in the Exhibitor's Manual;

f) a fee of \in 12.50/sqm. for the compulsory services lump sum;

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g) an advance payment fee for additional paid exhibition services (excluding Exhibitor Invitation Ticket, Exhibitor Card and handling), calculated on the basis of the paid services provided in the previous edition (excluding Exhibitor Invitation Ticket, Exhibitor Card and handling) or, for Exhibitors who were not present in the previous edition, on the basis of the bare area assigned (10.50 \in /sqm.). Fee-based services will be provided only after payment of the down payment and on the basis of specific requests submitted by the Exhibitor;

h) any other amount envisaged by the Rules and Regulations regarding Participation.

3.4. PAYMENT TERMS

The Application Form must be accompanied by the payment of the entire registration fee and a deposit of 40% of the concession fee for the requested exhibition space. Any previous debts to the Organisers will be deducted in priority from the amounts paid. The balance of the participation fee, as per art. 3.3 above, including the down payment for additional paid services, must be received by 1st August 2025 only by bank transfer made out to

BANCO BPM SPA: IBAN: IT53C05034014000002844 - SWIFT BAPPIT21Q56 Exhibitors subject to Law 136/2010 shall include in the reason for payment the relative

CIG and/or CUP previously communicated to the Organisers. In order to not incur the penalty for late payment referred to in the following period,

the dates that will be taken into account will be that of the transfer date which shall be specified for the beneficiary, 1st August 2025 or the due date as indicated at the bottom of the participation confirmation.

Formal evidence of the transfer date must be received by the Organisers no later than five working days after the due date indicated above.

In the event of non-payment, the Organisers may order the cancellation of the allocation of the exhibition space with the application of the sanctions set out in the Rules of Participation, without prejudice to the forfeiture of the registration fee and the deposit received as a penalty.

In compliance with the provisions of Article 3.7 below on late payments, the Organiser may apply a penalty equal to 5% of the amount still due as balance, with a minimum of \in 50.00 and without prejudice to greater damages.

Exhibitors not in order with the payment of the balance due may not enter the exhibition area.

The Organisers reserve the right, at their sole discretion, to issue a bank receipt in its favour at the same time as the Confirmation of Participation

3.5. CHANGES TO ALLOCATED DISPLAY AREAS

Boat exhibitors may report any changes in the number or type of boats exhibited by 22rd August 2025. In this case the Organisers reserve the right to adjust the allocated display space accordingly.

Notifications received after the above deadline will be subject to specific assessments by the Organisers, who may accept or reject them at their sole discretion. In this regard, the Organisers reserve the right to charge the Exhibitor for the entire space initially allocated and to dispose of the resulting space at its own discretion following any changes.

3.6. RENOUNCEMENT - ABANDONMENT

Exhibitors who, after submitting the relevant Application Form, choose not to participate in the Boat Show shall notify the Organiser in writing, no later than 1st August 2025, stating and documenting their relative reasons.

Non-participation shall not entitle the Exhibitor to a refund of any sums paid and shall not exempt him from paying any sums that may still be due pursuant to Article 3.3 above. Should the notice of non-participation be given after the date indicated or not in writing, the renouncing Exhibitor, in addition to being required to pay the full amount referred to in Article 3.3 above, must pay, by way of penalty, a sum equal to 25% of the same amount and pay compensation for any greater damages.



3.7. SANCTIONS

Without prejudice to the right of the Organisers to obtain full payment of the amounts due and compensation for pecuniary and non-pecuniary damages suffered by Exhibitors who in any way breach the Participation Terms, and without prejudice to any other remedy provided by law or contract, the Organisers reserve the right to apply, at their sole discretion, depending on the seriousness of the case, the following sanctions, which may also be combined:

- application of a penalty in all cases specifically identified in the individual articles of the Terms of Participation;
- 2. temporary closure of the display area
- 3. definitive withdrawal of the concession of the stand space;
- 4. request of a bank guarantee (of an amount to be determined) as a condition for participation in the next edition of the Boat Show
- 5. exclusion from participation in the next edition of the Boat Show

6. exclusion of the Exhibitor from the following edition of the Boat Show and/or modification to its detriment of the criteria for the allocation of the display space. The Exhibitor also acknowledges that the Organiser has the right to request that any orders from third party authorities be immediately carried out, even requesting the interruption of the display of certain products or boats or the closure of the display stand, and undertakes to comply with such orders and any consequent directives issued by the Organisers, releasing the latter from any liability in this respect.

In any case, the Exhibitor shall immediately comply with the Organisers' instructions, eliminating the cause of the non-fulfilment. Under no circumstances shall the Exhibitor be entitled to compensation or reimbursement of any kind.

In the event of failure to comply with the Organisers' instructions, the Exhibitor, assuming the resulting burdens, hereby authorises the Organisers to intervene directly, guaranteeing and relieving it of all direct and indirect responsibility.

3.8. ADDITIONAL BOAT SHOW SERVICES

Services not included in the fee as per Article 3.3 above must be requested from the Organisers exclusively through the website www.salonenautico.com and according to the procedures indicated therein.

Exhibitors shall access the site using the authentication credentials provided by the Organisers. Exhibitors are required to change their password on first access and, therefore, to keep and guard it with the utmost diligence, being in any case responsible for purchases of services made online using their authentication credentials. The availability online, provided by the Organisers of the Boat Show, of services groups forms constitutes a simple invitation to propose, while the request for services constitutes for the Exhibitor a purchase proposal, which will be considered irrevocable for 60 days, and which the Organisers reserve the right to accept or deny.

Acceptance may also be expressed to the Exhibitor by the direct execution by the Organisers of the provision of the services requested, or by email. Notwithstanding the provisions of Articles 12 and 13 of Legislative Decree 70/2003, the Organisers, without prejudice to the presentation of the contractual conditions relating to the services requested, will limit itself to confirming to the Exhibitors, by e-mail, that the telematic requests for exhibition services have been accepted, and to subsequently communicating their acceptance or rejection, at its own discretion, in the ways indicated above.

3.9. LISTING IN THE OFFICIAL CATALOGUE AND ON THE MATCHMAKING PLATFORM

 The In order to be included in the Catalogue, Exhibitors must fill in the dedicated sections contained in the Application Form available online only.

Organisers accept no liability for any errors or omissions in the Catalogue and in particular declines any responsibility for the non-publication of the data of Exhibitors who have not filled in the relevant section in the Application Form or who have not received them by 1st September 2025. This deadline must also be considered mandatory for the purpose of communicating any changes made to the content of the aforementioned forms.

By 1st September 2025, additions or variations of represented companies may be made limited to the display of products, without inclusion in the Official Catalogue. Paid advertisements must be requested exclusively from the Organisers.

The same data will also be used to compile the Exhibitor's profile on the

Matchmaking portal. Following confirmation of participation, the individual exhibitor profile will be automatically inserted onto the portal. For any queries, including if you do not wish to participate in the business opportunities created by this matchmaking service, please contact the Organisers.

3.10. PRESS MATERIAL

The Exhibiting companies are invited to give information and news about the products they will display at the Boat Show and complete than with brochures and photographs with particular regard to new products to <u>press@isaloninautici.com</u>. The information received will be gathered and used by the Organiser in order to write Press Releases about the Boat Show.

Exhibitors may advise on their willingness to offer their products and any other item/action they deem necessary for television and photograph services.

4. SPECIFIC OBLIGATIONS AND RESTRICTIONS

4.1. OBLIGATIONS AND RESTRICTIONS

The display areas assigned on land and water, always without prejudice to the contents of the Terms of Participation or any communication from the Organisers regarding time limits for the introduction of goods into the relevant display area, must be ready in their set-up and presentation by 8 p.m. on Tuesday 16th September 2025. Stand spaces not

occupied by this deadline shall be considered abandoned and the Organisers may dispose of them freely, subject to the provisions of Article 3.6 above.

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In order to ensure the correct positioning of the boats, both on land and in the water, the Organisers reserve the right to inform the Exhibitors concerned of the dates by which the boats shall be placed in the allocated areas.

On 17th September 2025 a special Commission will carry out a general inspection of the Boat Show to verify compliance with the regulations.

The occupation and setting up of the display areas shall be carried out in strict compliance with the assignment and with all requirements as issued by the Organisers. In the event of non-compliance, the Exhibitor, by signing the present Terms of Participation, authorises the Organisers to intervene directly, guaranteeing and relieving it of all direct and indirect liability and assuming the resulting costs.

Exhibitors of boats with a maximum length of up to 16 m, as expressed in the harmonised standard EN ISO 8666, are obliged to display in a clearly visible position for each boat exhibited a sign indicating the price.

Specifically, Exhibitors must in no case:

- sub-concession totally or partially for any reason whatsoever of the use of display areas
- occupy spaces that are different from or greater than those assigned to any extent and for any reason;
- 3. display products or articles or trademarks not specified in the Application Form, as well as the display or promotion of products or articles or trademarks of companies that do not meet the requirements of these Conditions of Participation
- 4. display products of the Exhibitor's own production or of which the Exhibitor is the representative on the stands of other Exhibitors
- display products or articles not related to the merchandise sector where the allocated space is located, with the exception of minor articles complementary to the merchandise on display
- 6. display engines or machinery in action without special authorisation from the Organisers
- display second-hand products, except for the case indicated in art. 2.2 above; however, the display of signs with the technical characteristics of second-hand boats originally built by the Exhibitor or by a company represented by them is allowed
- 8. display boats that are not in perfect condition;
- 9. display unfinished boats;
- 10. display boats and/or products even partially sponsored by companies or subjects other than the exhibiting company or its representatives, unless specifically agreed with the Organisers
- carry out sales from stands of publishing companies of articles belonging to merchandise categories that are not part of their normal publishing activities;
- 12. display boat models of the same size with the same external design;
- carry out sea trials both during the event and during set-up and dismantling periods, except for any exhibition areas specifically allocated by the Organisers for sea trials, as specified in article 5 below;
- 14. carry out market surveys during the Exhibition, unless authorised in writing by the Organisers; in the event of failure to comply with the obligations of this article, the Organisers reserve the right to apply, at its sole discretion, sanctions in accordance with the provisions of article 3.7 above.

4.2. STAND LAYOUT

Exhibitors assigned a bare display area, having read, fully accepted and signed the Terms of Participation and the "Technical Provisions" section of the Exhibitor's Manual, are required to communicate by 1st September 2025 the characteristics of the stand layout in accordance with the following:

- 1. Declaration that the stand area assigned complies with the regulations set out in the Exhibitor's Manual.
- Submission of the design in digital format for verification and acceptance by the Organisers if it does not comply with the regulations set out in the Exhibitor's Manual (e.g. heights differing from those imposed).
- Submission of the layout in digital format and sending the static layout signed by a qualified technician in case of presence of mezzanines or raised floors.

In order to avoid the application of any sanctions (art. 3.7 Terms of Participation) the Organisers will examine the layouts received and in the event of any technical and/or commercial problems will communicate any changes to be made to the layout in good time, reserving the right not to approve, at their sole discretion, projects that do not comply with the Terms of Participation.

The submission of the layout does not exhaust the verification process, the Organisers reserve the right to communicate total acceptance or requests for modifications. In the event of set-ups that do not comply with the approved layout and with the

In the event of set-ups that do not comply with the approved layout and with the regulations envisaged for each exhibition area, or in any case not expressly authorised by the Organisers, the latter, pursuant to art. 2.7 above, shall apply a penalty commensurate with the extent of the discrepancy found, of between 10% and 50% of the amount paid by the Exhibitor for the bare display area assigned, without prejudice



to the right to obtain compensation for any damages arising from the breach. In any case, the Exhibitor shall be obliged to remove or modify, at the request of the Organisers, the fittings in question.

In the event of non-compliance, the Exhibitor, by signing these Terms & Conditions of Participation, authorises the Organisers to carry out the modifications or removal directly, indemnifying the latter from any direct or indirect responsibility and taking on the relative charges for the execution of such operations specified above.

4.3. SELF-CERTIFICATION

Communication of the stand's characteristics does not exempt the Exhibitor from sending the relevant self-certification referring to all stand fittings and technical installations signed by a Legal Representative, which must contain the signed statement that:

- all materials used for the construction of the exhibition stand comply with the fire regulations in force;
- all structures on the stand: stairways, connecting walkways, raised floors, roofing structures, potting and/or saddles or other, are built in accordance with the design by a qualified technician in compliance with the current regulations for public entertainment venues, for which a specific technical calculation report signed by a qualified technician is available.
- all electrical systems installed comply with the laws in force, are built according to a project signed by a qualified technician and complete with a Statement of Conformity drawn up and signed by a qualified installer.

The Exhibitor also undertakes to observe and have observed all safety, hygiene and environmental regulations regarding the workplace.

This self-certification must be submitted by the Exhibitor to the Organisers before the start date of the stand set-up period.

Exhibitors who do not comply with the presentation of the layout are not allowed to enter the Exhibition Centre and/or start set-up work.

4.4. STAND USE AND RETURN

With regards to the provisions concerning the use and return of the stand, reference is expressly made to the Exhibitor's Manual.

Without prejudice to the above, stand spaces that without justified reason

- are not properly set up and provided with a sign, are not occupied with products intended for display and cleared of packaging and other materials not intended for the display itself by the time set for that purpose, indicated as the deadline for set-up
- 2. are left unsupervised or in an obvious state of neglect during the event;
- 3. 3. are left partially or totally without material on display before the end of the Boat show

may be considered by the Organisers, at its sole discretion, to be abandoned.

In this case the Exhibitor, without prejudice to the payment of the full amount referred to in Article 3.3, shall be required to pay, by way of a penalty, a sum to be determined by the Organisers, no more than double the amount of the same, and in addition to any compensation for any greater damages.

Furthermore, the Organisers may freely dispose of the area as set up above, without the Exhibitor having any right and/or claim.

4.5. CLEANING OBLIGATIONS

The Organisers shall hand over the display areas to the Exhibitors in a clean state and arrange for the collection of waste material and the cleaning of all common areas, while the cleaning of the display areas during the Boat Show is entirely the responsibility of the individual Exhibitors.

Exhibitors shall deposit the waste materials of their stands: during the set-up and dismantling periods in the special containers located along the aisles or near the entrances of the various pavilions; during the Boat Show period along the aisles after 6.30 pm.

During the set-up and dismantling phases, the Organisers shall dispose only of smallsized waste materials, such as normal waste, scraps, unused material scraps, light and non-bulky packaging components, etc. The type of waste materials shall not include the waste materials that have been disposed of during the exhibition.

Waste materials do not include all unused or partially used set-up materials, such as (but not limited to) set-up components, scraps, whole panels or parts of panels, paint, special waste, nylon, packaging, carpeting, pallets, old and new bulky and cumbersome materials: the disposal of such materials is entirely the responsibility of the Exhibitors. Please refer to the Exhibitor's Manual for the final stage of dismantling operations.

Stand cleaning shall be carried out from 8.00 am to 10.00 am and from 6.30 pm to 8.00 pm by personnel appointed by the Exhibitors and in possession of a regular access permit. In the event of any ascertained irregularities, the Organization reserve the right to apply the sanctions provided for in the above Article 3.7.

4.6. RESTOCKING

With regards to the provisions relating to "Restocking", please refer specifically to the Exhibitor's Manual.

Should the Exhibitor violate these provisions, the Organiser reserves the right to remove any illegally parked vehicles and/or transport means at the Exhibitor's own expense and risk.

With regards to the above-mentioned, the Exhibitor authorises the Organiser to intervene directly and relieve the latter of any direct or indirect responsibility and, in accordance with what is stated in art 3.7, the Organiser will apply a penalty of \in 1,000 for each vehicle and/or means removed. The Organiser will be entitled to any compensation for further damages caused by such a violation without prejudice to the validity of the sanction.

4.7. SPECIAL EVENTS

The Exhibitor must apply to the Organisers for prior written authorisation in order to hold special events in the designated areas or promotional events within the allocated stand area, as provided for in the Exhibitor's Manual.

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The Exhibitor must submit a detailed format (timetable, duration, content, etc.) of the event for which they requests authorisation.

The Organisers reserve the right to accept or reject the Exhibitors' requests at their sole discretion and to check, even during the event, that the authorised format is fully complied with. In the event of the Exhibitor holding an unauthorised event or in a manner that does not comply with the authorised format, the Organisers, without prejudice to the provisions of art. 3.7 above, reserve the right to immediately interrupt the event and the Exhibitor shall be required to pay a penalty of \in 2,000.00, without prejudice to any greater damages.

4.8. COURTESY SERVICE

"Courtesy service" or any other initiatives organised by the Exhibitors for their guests' refreshment shall be previously authorised by the Organiser. The Organisers reserve the right to allow or not allow such a service at their own discretion.

Such a provision is only permitted in compliance with the regulations in force. Without prejudice to the alternative possibility of using specialised companies, any courtesy service must take place in a specially reserved area within the stand and restocking operations must only take place during the hours stipulated for stand restocking as set out in the Exhibitor Manual.

4.9. AUDIO/VIDEO EQUIPMENT

Audio and video equipment, both for music and for voice amplification, must be previously authorised by the Organiser and in any case the scattering field of the performance must be limited exclusively to one's own stand. The Organiser reserves the right to allow or not allow such an authorisation at their own discretion.

For this purpose, the Organiser may subordinate the release of the authorisation to the Exhibitor's fulfilment of particular technical requirements for the audio equipment which the Exhibitor wishes to install and of particular procedures and/or limitations, even related to the length of use of the equipment. The Organiser reserves the right to carry out inspections at any time in the Exhibitor's stand and verify the full compliance of the above; the Exhibitor is bound to consent to inspections and to any equipment survey which the Organiser should deem and carry out.

The Exhibitor is bound to pay a sanction of \in 1,000, without prejudice to compensation for any further damage, if they install audio equipment without the prior authorisation of the Organiser or if they do not comply, either partially or fully, with authorisation prescriptions with regards to the installation and use of the equipment.

For the use of videos and music the Exhibitor must pay the relative rights by contacting S.I.A.E. directly (Genoa office: piazza Borgo Pila, 40/C - Corte Lambruschini - tel. +39 010/550861 - email: <u>genova@siae.it</u>).

The Exhibitor indemnifies the Organisers for any prejudicial consequence connected with the breach of this article. This guarantee and indemnity shall include all indemnities and/or compensation and/or expenses, including legal expenses, which may be charged to the Organisers and/or their assignees.

4.10. ADVERTISING

The Exhibitor is allowed to carry out advertising activities inside their own stand promoting the companies and the products which will have been previously declared in the relevant "Application Form".

Any kind of advertisement in the Boat Show area, both outside the Exhibitor's stand (brochures delivering, signs or other promotional activities) and inside the Exhibitor's stand, shall be authorised by the Organiser and regulated according to the contract and the rates set out by the Organiser. No advertisement is allowed if it is in contrast with the legal and regulatory provisions in force, with public order and morality or if it can cause any damage or inconvenience to either the participants or to the visitors.

The Organiser reserves the right to revoke any authorisation given to the Exhibitor and, due to technical and service reasons, to order the removal, end, change and transfer of the advertising material/activities used or carried out by the Exhibitor.

4.11. TRADEMARKS

Any use of the trademark "Salone Nautico – Genoa Boat Show" including all its forms, changes, abbreviations, simplifications, translations, brands and logos, along with any form of use of the wording "Salone Nautico" or "Genoa International Boat Show", and any other distinctive marking that represents the intellectual property of the Organisers or which is used with regards to the Boat Show, must be previously authorised in writing by the Organisers. The burden of proving the existence and validity of any authorisation issued by the Organisers (as well as any Organisers' authorisations provided for in these Terms & Conditions of Participation) lies with the Exhibitor.



4.12. PATENT AND INTELLECTUAL PROOPERTY RIGHT, LIABILITY WAIVER AND THIRD-PARTY LIABILITY

The Exhibitors declare to be the owners of any relevant patent rights, and to be allowed to apply such patent rights in any case when related to the products and/or the services and to whatever is contained in their exhibition space or allocated stand.

No audit with regards to the above-mentioned patent rights will be carried out by the Organisers. In accepting the Terms of Participation and General Rules and Regulations, the Exhibitors recognise their own exclusive liability for whatever they might introduce by themselves in the allocated exhibition space and/or in the spaces located inside the Boat Show area. The Organisers and/or those acting on their behalf shall not be deemed liable for any infringements of third-party rights and/or of any other provisions provided by the Law or by any relevant Authority. The Exhibitors bind themselves to indemnifying the Organisers and/or those acting on their behalf against any request, claim or action made or brought at any rate to this regard by any third party. This includes all the indemnities and/or refunds and/or to those acting on their behalf for the infringements contained in this article.

5. SPECIFIC TERMS FOR IN-WATER DISPLAY AND SEA TRIALS

The Exhibitor, taking full and conscious responsibility, must have available and in order all documentation relating to the boat, the engine, the driver's licence and must keep on board all the equipment required by law. The Organisers reserve the right to request an on-board inspection by the competent Authority.

In the event that the boats exhibited are of dimensions that differ from those declared, the Organisers may order their immediate removal, with the Exhibitor remaining responsible for any damages caused, without any right to reimbursement for failure to exhibit. The Organisers reserve the right to apply the sanctions referred to in the above Article 3.7.

Where technically feasible, the Organisers will allocate the Exhibitor's office on the quay in front of the in-water berth.

The units moored in the must have sufficient personnel on board at all times for any need for movement caused by various reasons (worsening sea weather conditions, etc.). It is strictly forbidden to proceed at a speed of more than 3 knots in the entire area of the Boat Show marina.

It is strictly forbidden for any vehicle to enter the docks, both during the event and during set-up and dismantling.

Exhibitors are required to comply with the following rules and regulations:

- a. in the event of spillage of hydrocarbons and any oily liquids into the water or on the quays, the Exhibitor shall notify the Organisers as soon as possible. The latter will clean up the spillage and charge the costs and expenses to the Exhibitor;
- b. the engine compartment of each vessel must be ventilated before each start-up to avoid explosions and/or fires caused by the possible accumulation of gas;
- c. all electrical equipment must be kept in perfect working order and insulation;
- d. it is forbidden to wash the boats during opening hours;
- e. it is forbidden to use foaming products for washing;
- f. it is forbidden to throw liquid or solid materials of any kind overboard, and onto the quays and jetties;

SEA TRIALS: TERMS AND CONDITIONS

- g. sea trials may be carried out only on the days of the event, from 10.00 am to 6.00 pm, in accordance with the programme calendar, the pier opening times and the operating procedures established by the Organisers; the boats must be equipped, at the Exhibitor's care and expense, with all the necessary sailing authorisations;
- sea trials are to be carried out at the exclusive risk of the Exhibitor, who must in this regard be provided with adequate insurance coverage in compliance with current regulations;
- it is the Exhibitor's responsibility to ensure that the personnel assigned to the driving of the boats are sufficient in number and have the necessary qualifications to guarantee correct navigation
- j. visitors accommodated on board to carry out sea trials must be provided with a regular access permit to the Boat Show
- k. the possibility to carry out sea trials is subject to weather conditions and safety issues related to the management of public flows. However, the Organisers reserve the right, at their sole discretion, to interrupt and/or limit the time of the sea trials. In any case, the Organiser shall not be held liable for damages of any nature whatsoever resulting from such a limitation.

6. ACCESS AND PARKING WITHIN THE BOAT SHOW

With regards to the provisions relating to "Access regulations and parking", please refer specifically to the relevant section of the Exhibitor's Manual.

7. SERVICES AND RATES

7.1. EXHIBITOR PASSES

As for the provisions relating to "Exhibitors Passes", please refer specifically to the relevant section of the Exhibitor's Manual.

7.2. OVERNIGHT STAY PASSES

As for the provisions relating to "Overnight Stay Passes", please refer specifically to the relevant section of the Exhibitor's Manual.

7.3. EXHIBITOR INVITATION CARDS

As for the provisions relating to "Invitation Cards", please refer specifically to the relevant section of the Exhibitor's Manual.

7.4. CAR PARKING PASSES

As for the provisions relating to "Car parking pass", please refer specifically to the relevant section of the Exhibitor's Manual.

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7.5. INSURANCE

As for the provisions relating to "Insurance", please refer specifically to the relevant section of the Exhibitor's Manual.

7.6. ELECTRICITY AND WATER

As for the provisions relating to "Electricity and water", please refer specifically to the relevant section of the Exhibitor's Manual.

7.7. CUSTOMS PROCEDURES

The handling of customs formalities may be entrusted to the Organisers' trusted Forwarding Agents, at the express request of the Exhibitor, who are also able to carry out all railway, maritime, port, air and similar formalities, applying the rates agreed in advance.

It is understood that the Organisers assume no liability in this respect either towards the Exhibitor or third parties.

With regards to the exit of temporarily imported goods, a permit issued by the Forwarding Agent must be deposited at the vehicle entrance. Since the permit concerns the individual product, as many permits are required as there are products under a temporary import regime.

Marine exhibition areas lose their status as marinas during international trade fairs, so, like all other products, the vessels exhibited there must be subject to the regulations required by a temporary import regime.

7.8. PRODUCT HANDLING WITHIN THE BOAT SHOW PREMISES

For national or already nationalised goods and products, Exhibitors must exclusively use, for unloading, loading and handling operations, the Service arranged for by the Organisers through the transmission of specific requests; in addition, for the handling of incoming and outgoing goods, the handling service through the logistics hub will be in operation from 3rd September to 7th October; for details, please see the Exhibitor's Manual and future specific communications.

If, exceptionally, the Exhibitor intends to use third-party vehicles for unloading, loading and handling, they must observe the following rules and regulations:

a) for the access of said means to the display area they must submit a written request, which must reach the Organiser in advance of the handling operation and in any case no later than 1st September 2025. The request must specify the name of the company supplying the vehicle, its references (including, by way of example, the number plate, model, etc.), the date on which the operations are to be carried out, the location within the exhibition area where the handling is to take place, the number of the stand, and the number and dimensions of the vessels. Only after a verification process which will take into account the technical characteristics and compliance with legal safety requirements (with particular reference to Legislative Decree 81/08 as amended and supplemented) will the Organisers issue a suitable permit.

This permit shall be displayed in a clearly visible manner on the vehicle. Access to the Boat Show venue will not be allowed for lifting and internal handling equipment for which a permit has not been granted in advance;

- b) once the loading-unloading or handling operation has been completed, the vehicle used must leave the Boat Show;
- c) the Exhibitor must check that the lifting or handling equipment used is equipped with the necessary personnel in accordance with the relative regulations in force;
- the Exhibitor must also ensure that the supplier is insured not only for the hooked or towed materials, but also for all legal risks connected and/or linkable to the type of activity performed;

The Organisers accept no liability towards Exhibitors or third parties for the performance of the above operations and for damage of any kind that may arise therefrom or be attributable to them.

Trucks, trolleys, caravans, cranes and containers may not park inside the exhibition area, except for the time strictly necessary for loading/unloading goods destined for the stands, nor may they park outside in the areas reserved for car parking during the event. In the event of infringements, the provisions of the above art. 6 shall apply.

It is forbidden to park vehicles, even if broken down, inside the exhibition area during closing hours.

Drivers of loading, transport or towing vehicles may not leave their vehicles while inside the exhibition grounds.

7.9. PACKAGING AND STORAGE

All packaging must be removed from the stands and halls by 6.00 pm on 17th September 2025.

If the Exhibitor fails to do so by this date and time, they will be removed directly by the Organisers, who will charge the Exhibitor for handling and storage costs.



8. TECHNICAL REGULATIONS, PROCEDURES FOR SETTING UP AND DISMANTLING, ACCESS PASSES

For all other matters relating to the various provisions concerning set up and dismantling procedures, access permits as well as technical regulations related to the Exhibitor's stand and workplace safety, fire prevention procedures, electrical installations, special provisions per sector, area clearance and cleaning, etc., the Exhibitor must comply with the requirements as provided in the Exhibitor's Manual.

9. PERSONAL DATA PROCESSING

9.1. PERSONAL DATA PROCESSING POLICY

In accordance with the effects of European Regulation n. 2016/679 (hereinafter referred to as GDPR) and with the applicable Italian legal framework (Legislative Decree 196/03 as modified by Legislative Decree 101/2018, hereinafter referred to as Privacy Code), we would like to inform the Exhibitor that I Saloni Nautici S.r.l. and Confindustria Nautica, both registered at the address Via San Nazaro 11, Genoa, GE, are "Joint Data Treatment Controllers" (article 26, GDPR).

The Joint Controllers can be contacted on appointment at the above address and via the following contact details: telephone n. +39 0105769811; e-mail address info@isaloninautici.com.

The contact point for those interested in further information and DPO is Laura Marretta, who may be contacted at the following e-mail address: <u>dpo@isaloninautici.com</u> and at the above-listed telephone number.

All information on the processing of personal data is provided for the concerned party to read separately from this regulation and via the dedicated "Online Form".

For further information regarding Data treatment please also read the privacy policy located in the footer of the Joint Controllers' official institutional websites.

9.2. BUSINESS CARDS: TERMS OF USE

Any Exhibitor who during the Boat Show receives both paper and/or electronic business cards from interested parties, in order to establish a point of contact with them and send them communications relating to the products and/or services and/or activities exhibited/presented at the Exhibition, undertakes, as Data Controller, to use such information in accordance with the provisions contained in the GDPR and Legislative Decree n. 196/03, as amended by Legislative Decree n. 101/2018 and only for activities that consist in: the management of said data, along with its organisation, storage, use, communication to its own company and/or group members (in line with art. 48 GDPR) as well as to co-owners and managers appointed by specific contract pursuant to art. 28 GDPR, deletion and modification of the processed data following notification by the data subject, consultation, communication via e-mail of certain initiatives related to the activity carried out at the Boat Show. Please note that the data subject must be given the opportunity to object to this purpose directly with the Exhibitor.

The data subject will be made aware of the above and, by providing their contact details and therefore their consent in accordance with Art. 4 paragraph 11 of GDPR, will allow the Exhibitor to carry out the processing of their data within the limits and for the purposes as indicated above.

The Exhibitor, as Data Controller, shall ensure the data subject is able to exercise their rights as provided for in Articles 15 to 22 GDPR and may store the data for up to 1 year. During the Boat Show, the Exhibitor is of course entitled to prepare its own privacy policy to be provided during the Boat Show to their Visitors, accompanied, if necessary, by the relevant form to collect consent for the processing it intends to carry out on the data belonging to the relative data subjects.

9.3. RESPONSIBILITY FOR DATA PROVIDED

The Legal Representative shall be liable for all data provided either through the application form or online forms or any other technical document and shall be liable both for the totality of the data and for each individual piece of information in relation to its correctness and truthfulness, as well as in relation to the possibility of such data being processed for all the purposes indicated in the personal data policy provided (please refer to art. 9.1) and shall guarantee that the data may be lawfully used by the Joint Data Controllers and shall therefore indemnify them from any and all claims that may arise, further indemnifying the Joint Data Controllers themselves from any request for direct and/or indirect compensation for damages.

9.4. PHOTOGRAPHY AND PERSONAL DATA PROCESSING RELATING TO PHOTOS AND/OR VIDEOS

Please be reminded that the Boat Show is open to the public and therefore all the provisions regarding photographs/videos taken in places/events open to the public remain unaffected; please also be reminded that the Organisers may take photographs and/or video recordings directly or through professionals appointed for this purpose throughout the duration of the Boat Show in order to document and/or promote said event on its website, social media platforms and industry magazines. Images and videos taken during the Boat Show shall never be detrimental to the honour and decorum of those photographed or recorded. By signing these terms, the Exhibitor grants the Organisers, by expressly accepting this article, the irrevocable right and permission to use, including online and free of charge, images in which they appear. It is of course understood that, should it be necessary to collect consent in relation to particular forms of processing, the Organisers will carry out the relative consent gathering activities at the Boat Show, during the event, providing the specific relating policy. Without prejudice to the above, exhibitors who take amateur photographs/videos during the event, even for the purpose of promoting their own exhibition space, shall comply with the regulations currently applicable to the processing of personal data and shall only take photographs/videos that do not harm

the honour and decorum of the event or visitors. This is without prejudice to the Organisers' right to demand that the exhibitor, at the Organiser's sole discretion, not use certain photos and/or images that may damage the image of the Boat Show.

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10. RIGHT TO RETENTION

In order to guarantee the Organisers' credit claims for any amount owed to them by the participant for any reason whatsoever, including compensation for any damages suffered by the Organisers on their behalf, the latter is granted the right both to keep the exhibitor's belongings in the exhibition area, and to be satisfied in preference to the price obtained from their sale.

. For the payment of stand rental fees, such a right may be asserted against whoever holds the participant's belongings that may have left the exhibition area, as well as on the items, whomever they belong to, that are in any case in the stand assigned to them.

11. ABSENCE OF CUSTODY OBLIGATIONS AND EXHIBITOR'S LIABILITY

The Exhibitor expressly acknowledges that the object of the contract does not include - and that therefore the Organisers are under no obligation whatsoever to provide for - the custody and safekeeping of boats and/or of any property (including, by way of example but not limited to, boat equipment and components, accessories and goods, products, equipment, furnishings, vehicles) owned by or otherwise at the disposal of the Exhibitor or in any case the on display at the exhibition. Such safekeeping shall be the exclusive responsibility of the Exhibitor.

The Exhibitor acknowledges that the Organisers shall not be liable in any way for any theft, damage or anything else that may occur to the boats and any property (including, by way of example but not limited to, the equipment and accessories of the Boat and goods, products, equipment, furnishings vehicles) owned by or otherwise at the disposal of the Exhibitor or in any case the object of the exhibition and undertakes not to make any claim for compensation and/or indemnity against the Organisers in relation thereto, and to hold the Organisers indemnified against any claims for compensation and/or damages from third parties.

The Exhibitor further acknowledges that they shall be solely liable for any damage to persons or property caused by the boats and any property (including but not limited to, the equipment, components and accessories of the Boat and goods, products, equipment, furnishings means) owned by or in any case at the disposal of the Exhibitor or in any case exhibited or in any case owned by a member of staff in any capacity appointed by the Exhibitor or in any case assigned to the Exhibitor's stand, the Exhibitor agrees to renounce any claim for compensation and/or damages against the Organisers in relation thereto, and to hold the Organisers indemnified from any claims for compensation and/or damages from third parties.

All the provisions of this article 11 are valid for events occurring at any time during the event, both during the set-up phase, the Boat Show itself and dismantling phases, and outside these times.

12. PLACE OF JURISDICTION

With regards to any dispute relating to the interpretation, execution and resolution of any dispute connected even indirectly to these Terms of Participation, the Court of Genoa shall have exclusive jurisdiction, to the exclusion of any other alternative or competing Court.

13. OTHER PROVISIONS

All provisions contained in the Terms of Participation as defined in the above Article 1.8 are of an essential nature and are inseparable from one another. For anything not expressly provided for in these Terms & Conditions of Participation, the provisions of the Exhibitor's Manual or those expressly indicated from time to time by the Organisers shall apply.

The Rules of Participation and the forms for participation in the Boat Show are drawn up not only in Italian but also in English. In the event of any discrepancy between the texts, the Italian version shall always prevail.

The signing company declares that it has received and carefully read all the Rules of Participation and therefore the Application Form, these Terms & Conditions of Participation, as well as the Exhibitor's Manual together with all the attachments, none excluded, which it accepts in full.

14. FINAL PROVISIONS

Should the Boat Show, for any reason whatsoever, including force majeure, not be able to take place, the application shall be deemed automatically cancelled and any payments already made shall be retained and charged for the next edition.

In order to proceed with any reimbursement, the Exhibitor must make an express request within 15 days of the official notice of cancellation. In this case they will receive 85% of the amount paid, net of the registration fee.

If, on the other hand, the Exhibition is suspended after its opening date:

a) if the suspension occurs due to force majeure, no refund is due to the participant;



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b) in any other hypothesis, the Organisers shall reimburse the participant that which is provided for in the preceding paragraph, except for the rental fee, which shall be reimbursed in proportion to the duration of the stand's lack of use. In none of the above cases shall the Organisers be obliged to pay the participant any compensation or damages of any kind.

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The undersigned Company declares that it expressly approves, for the purposes of articles 1341 and 1342 of the Italian Civil Code, the following provisions as provided in the Terms of Participation, specifically as set out in art. 1.8 (Terms of Participation), art. 2 (Participation Requirements) particularly art. 2.2 (Product Characteristics), art. 2.3 (Direct Sales), art. 2.4 (Terms of admission); art. 2.5 (Applying for participation); art. 3 (Participation acceptance and administrative provisions) particularly art. 3.1 (Acceptance of applications), art. 3.3 (participation rates), art. 3.4 (payment terms), art. 3.5 (Changes to allocated display areas), art. 3.6 (Renouncement - abandonment), art. 3.7 (sanctions); art. 4 (specific obligations and restrictions) particularly art. 4.1 (obligations and restrictions), art. 4.2 (stand layout), art. 4.4 (stand use and return), art. 4.6 (restocking), art. 4.7 (special events), art. 4.8 (courtesy service), art. 4.10 (advertising); art. 4.12 (patent and intellectual property rights, indemnity and third-party liability); art. 5 (specific terms for waterfront display and sea trials); art. 6 (access and parking within the Boat Show); art. 7 (services and rates); art. 7.4 (car passes); art. 7.5 (insurance); art. 7.7 (customs procedures); art. 7.8 (product handling within the Boat Show); art. 7.9 (packaging storage); art. 9.2 (business cards: terms of use); art. 9.3 (responsibility for data provided); art. 9.4 (photography and personal data processing relating to photos and/or videos); art. 10 (right of retention); art. 11 (absence of custody obligations and exhibitor's liability), 12 (place of jurisdiction); art. 12 (other provisions); and art. 13 (final provisions); and art. 14 (final provisions)

Furthermore, the undersigned Company, specifically with regards to the Terms of Use provided in the document entitled "Matchmaking I Saloni Nautici Conditions of Use of the Platform and Personal Data Processing Policy pursuant to art. 13 GDPR", to be understood as transcribed in full within art 3.1 of the Terms of Participation, declares they expressly accept, pursuant to articles 1341 and 1342 of the Italian Civil Code, the contents of articles 3 (Obligations of the User), 8 (Limitation of liability), 9 (Availability and Security of the Platform), 11 (Event postponement, No show, Force Majeure), 13 (Applicable law and competent jurisdiction), 14 (Legislative Decree n. 231/2001).