

GENERAL CONDITIONS OF PARTICIPATION IN THE EXHIBITION

PLEASE NOTE

"LoboSwiss sagl" or "Organizer" refers to "LoboSwiss sagl", whose registered office is situated c/o ICAM & PARTNER, Via Nassa, 15, Lugano - CH

PRELIMINARY NOTE

"Stand" means the area assigned to the Exhibitor for the presentation of his/her own products and/or services.

Art. 1 - ADMITTANCE TO THE EXHIBITION

The following may be admitted as Exhibitors: galleries, art dealers and operators in the field of ancient, contemporary and modern art.

Art. 2 - PARTICIPATION IN THE EXHIBITION

The attached application form must (under penalty of non-acceptance) be completely filled out, signed, and counter-signed, and it will be deemed an irrevocable request by the applicant, and will entail the applicant's acceptance of these "General Terms and Conditions" (as well as of the "Technical Regulations and Various Forms booklet" of the "Exhibition Centre Regulations" and of all other rules regarding the organisation and operation of the exhibition and of the Exhibition Centre). Acceptance will be determined solely by the Organizer with the obligation of indicating the motives for non-acceptance only for the applications, in case where the applicant files a formal request for such within ten (10) days of the start of the Exhibition. In the case of acceptance of the application, the applicant will be so informed by letter, conferring on him the status of participant in the Exhibition just when he pays the due amount (art.4). The participation request and deriving rights and obligations shall not be transferable. The termination of the exhibitor 'business activities constitutes grounds sufficiently serious to terminate the agreement without notice.

Art. 3 - TERMS OF PAYMENT

Participation fees are indicated in the application form. In the event of acceptance of his application and after sending the invoice, the Exhibitor has to pay the due amount, according to the contractual terms, within 30 June 2018. Invoices issued after 30 June 2018 must be paid immediately. The exhibitors not having paid the balance of the participation fee will not be entitled to enter the exhibition. In the case of non-compliance with these provisions, the Organizer may consider the contract annulled, without the need for the service of notice or decision from a court of law, but simply by serving formal notification on the party concerned. In this eventuality, in addition to being released from any commitment and having the right to allocate the stand to other applicants, Organizer will be entitled to retain the sums already received and also to full payment by way of fine, as well as any other contractual amounts, without prejudice to its rights to compensation for damages.

Art. 4 - NON-COMPLIANCE AND NON-FULFILLMENT

Failure to comply with the requirements of this regulation and non-compliance with obligations under this contract - also including the case of non-payment- LoboSwiss sagl, taking into account the seriousness of the matter, may impose the following sanctions on Exhibitors:

- Not activate ancillary services including all utilities required for the smooth functioning of the allocated exhibition space;
- Prohibit the supply of parking passes for cars; Exhibitor passes; provided visitors' tickets; catalogues and any other material related to participation in trade fairs;
- Order the immediate removal of non-admissible works-with the authority to intervene directly and immediately should the Exhibitor not comply forthwith-; reserve the right to impose additional penalties;
- Order the immediate closure of the stand - with the authority to intervene directly and immediately should the Exhibitor not comply forthwith -; reserve the right to impose additional penalties;
- Order the exclusion of the Exhibitor from successive editions of the event

In no event shall the Exhibitor be entitled to reimbursement or compensation of any kind and will remain obligated to pay LoboSwiss sagl the full amount for the fees participation. LoboSwiss sagl also will in any case entitled to claim damages and costs incurred for the publication of material supplied to the Exhibitor potentially not delivered and for the removal of the products displayed and/or closure of the stand and/or the possible preparation of the exhibit space, including assignment to different Exhibitors

Art. 5 - STAND ALLOCATION

Stand allocation falls exclusively within the competence of the Organizer and is made at their discretion. Any special requests or indications put forward by the exhibitor shall be regarded as solely indicative, also with regard to the assignment of corner or preferred locations. They may not bind or condition the application and hence shall be considered as not appended. Furthermore, the Organizer shall have the right to move or reduce a stand already allocated, or to transfer it to another exhibition area, nor shall this give the participant any right to compensation or indemnity of whatever kind. The Organizer shall however notify the exhibitor of such a decision by registered letter (or telex, fax or e-mail) sent at least 10 days before the opening of the Exhibition.

Art. 6 - RIGHT TO WITHDRAWAL

The participant who, through proven legitimate impossibility, cannot take part in the Exhibition, may withdraw from the contract, documenting the reasons and giving notice to the Organizer by registered letter with advice of receipt no later than 30 days prior to the Exhibition opening date, without prejudice to the Organizer's right to the guarantee deposit as conventional penalty. Should such notice be given less than 30 days before the Exhibition opening date, without prejudice to above mentioned Organizer's right to the guarantee deposit the participant shall be required to pay also the entire participation fee. The Organizer may nevertheless make use of the stand, even allocating it to other exhibitors. The Organizer will decide on the legitimacy of the causes preventing the firm from taking part. If notice of cancellation is not given and the exhibitor does not prepare his own stand within the deadline, he shall be deemed in default to all intents and purposes, without prejudice to above mentioned Organizer's right to the guarantee deposit, shall be required to pay not only the balance of the admission fee but also direct and indirect damages sustained by the Organizer. Without prejudice to above mentioned, in this eventuality too, the Organizer may make use of the stand by allocating it to other exhibitors. The Organizer may at their discretion withdraw from the participation agreement up to two weeks before the Exhibition opening date, and - for reasons relating to the organization of the Exhibition and its proper functioning - up to the day of opening. In this eventuality, the Organizer will not be obliged to provide indemnity or compensation of any kind, but they shall return the guarantee deposit and all amounts already received.

Art. 7 - HAND-OVER OF STANDS

The stands will be made available to the Exhibitors by the date indicated in the "Exhibition Technical Rules". The stand furnishing shall be completed no later than 11.00a.m. of 20 September 2018; in default of this, the contract may be annulled through non-fulfilment of the part of the participant, with the same procedures and consequences as described in Art. 6 above.

Art. 8 - STAND FURNISHING

The ground set-ups should be contained inside the surface of the stand, and their height should not be superior to that indicated on the documentation sent to confirm the registration in the show and should nevertheless not exceed 0,70 m. Any element or structure, fixed or mobile, that does not respect these indications, will be quickly removed. The exhibitor is solely responsible for the static of the fittings, execution and running of the installations and any damage to persons or things owned by LoboSwiss sagl, or to third parties.

Art. 9 - SAFETY

The Exhibitors undertake to strictly observe the entire set of rules in force as regards the protection of the health and physical integrity of the workers for the complete duration of the show, i.e.: stand set-up, show management, stand dismantling and any other activity connected with them. In addition the Exhibitor commits himself to observe and to make observe to all companies that work for him during the stand setting up and dismantling and connected with any other related activity the Technical Regulations.

Art. 10 - HANDING BACK OF STANDS

At the end of the Exhibition, but not before, the exhibitors may dismantle the products and materials they have installed and, after obtaining an exit voucher from the Organizer, shall remove them from the Exhibition Centre. The dismantling of stands shall be completed by the date given in the "Exhibition Regulations". The Exhibitor is required to hand back the stand in the same condition in which it was received. In the event the Exhibitor fails to comply with the dismantling period and/or is late in clearing the area, the Exhibitor hereby gives its irrevocable consent to the Organizer to consider any material left on the stand as waste to be sent to a public refuse deposit and to reimburse all direct and indirect disposal costs and to pay a fee of Euro 1.000,00. Although the exit voucher is not issued to exhibitors who have not settled each one of their accounts, direct or indirect, with the Organizer, it does not constitute receipt of settlement of the sums due for participation in the exhibition, and shall be valid only for the vehicle indicated on the voucher itself. The participant expressly authorizes the Organizer to check that there are no products or materials other than those installed in the stand and listed on the exit voucher in the exhibitor's and/or his representatives' vehicle or baggage leaving the Exhibition Centre, and he further authorizes the Organizer not to allow the removal of products and materials not listed on the exit voucher. The Organizer and LoboSwiss sagl disclaims all responsibility for goods, materials and anything else left unattended by the exhibitor in the Exhibition Centre.

Art. 11 - ACCESS TO EXHIBITION CENTRE DURING THE STAND SET-UP PERIOD

Admission to the exhibition centre is subject to advance accreditation of data on the website www.gate.LoboSwiss.sagl.it Each exhibitor will be sent a password to enter the reserved area for accreditation. This password must be used to submit details of the stand set-up companies, personnel and vehicles that will enter the exhibition centre. The Exhibitor is responsible for ensuring that the companies carrying out work in the exhibition centre on its behalf meet the necessary requirements. Suppliers and carriers must have a transport document giving data identifying the exhibitors: company name, hall and stand. The Exhibitor is responsible for ensuring that the companies carrying out work in the exhibition centre on its behalf meet the necessary requirements. LoboSwiss sagl and the organization are entitled to define, also for the purposes of the safety on the workplace regulations, specific access criteria to the trade fair premises during the setting-up activities, as well as limit the access of vehicles and/or request payments in the event of vehicles being parked outside the space and/or time limits defined by LoboSwiss sagl. The Exhibition shall be open every day to the public by paying an entry ticket of 15 CHF. In order to make it possible for exhibitors and their staff to enter the exhibition freely, the Organizer will issue appropriate passes as provided for in the "Technical Regulations", the use of which implies acceptance of these regulations. The exhibitor is nevertheless responsible in every respect for the behaviour of those whom he provides with entry passes, as well as for the behaviour of his own employees, ancillary staff and collaborators in the performance of the duties, which they have been assigned. The exhibitor cannot remove the exhibits before the end of the exhibition or the defaulting Exhibitor will be obliged to pay € 5.000,00 as penalty and it may be excluded from future edition.

Art. 12 - SURVEILLANCE AGAINST THEFT - LIABILITY FOR THEFT AND DAMAGES - RELEASE FROM LIABILITY LOBOSWISS SAGL - INDEMNITY CLAUSE

The Exhibitor is required to supervise its stand and exhibition space with its own personnel during the entire exhibition period. The Exhibitor is the only custodian of all of the materials, goods, and furniture at the stand and exhibition space during the entire exhibition period (including set-up and dismantling). As custodian of its stand exhibition space, the Exhibitor is required to indemnify LoboSwiss sagl - substantively and legally - against all losses, damage, liability, cost or expense, including legal fees, deriving from the exhibitor's use of its stand and assigned exhibition space. During the hall opening times, the Exhibitor shall watch over his own stand either directly or by means of his personnel. Although the Organizer provides a general day and night surveillance service inside the Exhibition Centre for the entire duration of the Exhibition and for the stand furnishing and removal periods, the said Organizer is released from any and all responsibility for theft and/or damage that may be sustained by the Exhibitor. The Exhibitor shall also be responsible to LoboSwiss sagl for all damage, be it direct or indirect, which for any reason is attributable to him or to the staff working for him (including damage caused by furnishings or by the systems set up either by the Exhibitor or by third parties hired to do so.)

Art. 13 - INSURANCE - EXEMPTION AND ASSUMPTION OF LIABILITY

During the hall opening times, the Exhibitor shall watch over his own stand either directly or by means of his personnel. Although LoboSwiss sagl provides a general day and night surveillance service inside the Exhibition Centre for the entire duration of the Exhibition and for the stand furnishing and removal periods, is released from any responsibility for theft and/or damage that may be sustained by the Exhibitor. The Exhibitor shall also be responsible towards LoboSwiss sagl and to the Organizer for all damage, be it direct or indirect, which for any reason is attributable to him or to the staff working for him (including damage caused by furnishings or by the systems set up either by the Exhibitor or by third parties hired to do so.)

Compensation for damages deriving from such theft or damage as may be sustained by the Exhibitor, even outside the hall opening hours (including all the days set aside for stand installation and removal) shall be made solely by means of adequate insurance policies. The Exhibitor shall benefit from the following policies taken out by LoboSwiss sagl:

- Third party liability Insurance Certificate, including fire damages: single maximum coverage of € 5.000.000,00;
- The civil employees' liability: maximum per accident € 2.000.000,00 with a limit of € 1.000.000,00 for each person;
- Insurance Company waives all recourse to action against the Exhibitors and LoboSwiss sagl.

The above-listed insurance policies are governed by the conditions and limitations, which the Exhibitor may request from the Exhibition organising office, and which will be printed on the form contained in the "Technical Regulations". These insurance policies do not release the Exhibitor from liability in respect of all risks, which, according to the independent assessment of the Exhibitor, are not covered, or which exceed the limits of cover as set out above. The exhibitors make direct arrangements for the insurance coverage they think most appropriate. In any case, the Exhibitor undertakes to include in the supplementary insurance cover a clause in which the Insurance Company waives all recourse to action against the Exhibitors, the Organizer and LoboSwiss sagl, and in default he shall indemnify them from any action that may be brought against them. In view of the above, the exhibitor, in any case, on his own behalf and on behalf of his collaborators or representatives, exonerates LoboSwiss sagl of all responsibility for losses or damage that occur, for whatever reason, in the assigned exhibition space, during installation or disinstallation, and whatever is present there, and assumes responsibility in his own behalf for eventual damage also caused by third parties in managing the exhibition space, or by whatever may be introduced into it, that is not covered in the terms and ways indicated above or those activated by the exhibitor himself. LoboSwiss sagl declines any responsibility for consequential damages, damage of images, loss of invoices, etc. Even for direct damage, the Exhibitor accepts that LoboSwiss sagl limits his responsibility to the limits and maximums of insurance covers reported above. The Exhibitor accepts these limits of liability.

Art. 14 - PHOTO AND VIDEO - INTELLECTUAL PROPERTY

The products and the goods placed on display, as well as the stands housing them, may not be photographed, drawn or in any way reproduced without the authorization of the respective exhibitor and the Organizer. LoboSwiss sagl, however, reserve the right to film, reproduce, advertise and authorize the filming, reproduction and advertising of general and detailed outside and inside views, and may permit their sale or even sell them directly.

Art. 15 - TEMPORARY IMPORTATION AND CUSTOMS PROCEDURES

The temporary importation of goods or merchandise of foreign origin and the customs procedures may be carried out - at the exhibitor's expense - through LoboSwiss sagl' official forwarding agent, in accordance with the procedures laid down on the website www.wopart.eu, and the forwarding agent shall be released from any responsibility for his actions, also in relation to the Organizer and LoboSwiss sagl.

Art. 16 - TECHNICAL SERVICES

LoboSwiss sagl will supply the exhibitor electrical energy for lighting and reserves the right to supply, or to outsource or grant exclusives for, any service it deems useful for exhibitors, defining the methods of use for it. Stand cleaning shall be carried out by and at the expense of the Exhibitor, either by his own staff or by engaging the company authorized by LoboSwiss sagl for this purpose. With respect to all portering, handling, loading and unloading of goods, the Exhibitor shall engage the services of the official forwarding agent appointed by LoboSwiss sagl. - Only vehicles fitted with anti-pollution systems may enter the exhibition halls. The exhibitor understands that the "services" (whether managed directly by the Organizer and LoboSwiss sagl or let out on contract or granted to sole agents) ensure regular performance in the context of the normal engagement of such services by the individual users, and in any case he releases LoboSwiss sagl, as well as the contractors and franchisers of these services, from any and every responsibility for any irregularity in the performance of the said services.

Art. 17 - CATALOGUES AND ONLINE REPORTS

The Organizer reserve the right to issue the Catalogue and distribute reports (including in a summary or abbreviated form) contained in the Application Form, on the Exhibitors and their works, as well as on all other matters stated or submitted, using those means and technologies of communication (forms, CD-ROM, Internet or other) which it will deem most suitable without any liability of its own for any omissions, errors or malfunctioning. The data presented will relate to the applications, which have been received and accepted up to 20 days prior to the date of opening of the Fair. None of this will prejudice the right of the Organizer to change the allocation of the stands. The above will also apply to the content of other information forms signed by the Exhibitor or by one of his employees and provided to the Organizer, including in computerised form.

Art. 18 - PAID ADVERTISING

Outside the exhibition area assigned to the exhibitors, any and every form of publicity or advertising must be carried out through the Organizer or through the companies appointed for this purpose by LoboSwiss sagl, and this advertising is subject to the payment of a fee and associated tax charges

Art. 19 - CAR PARKS

The Exhibitor has at its disposal special areas for parking. Only vehicles bearing the appropriate sticker may be admitted inside, subjecting to the availability of parking spaces, and these vehicles may be parked only in the allotted spaces and only during Exhibition opening hours. In the case of non-compliance with these provisions, LoboSwiss sagl may remove the vehicle from the Parking Area to a protected place, at the risk and expense of the exhibitor and of the car owner who has been issued with the sticker. All occupants of the vehicle must have a valid document for admission to the exhibition centre. Since the car parks are unattended, LoboSwiss sagl is not responsible for security of the vehicle and will accept no liability for damage or theft of any kind.

Art. 20 - SPECIAL PROHIBITIONS - GENERAL PROHIBITIONS

It is strictly forbidden for Exhibitors to:

- give up all or part of their stand, or exchange all or part of it with other parties;
- display prices
- carry out any form of advertising outside their stand or in the Exhibition Centre, within 500 m. of distance;
- stage any shows or entertainments of whatever kind, nature and characteristics, even if they are confined to the inside of the stand or intended to present products, without the prior authorisation of LoboSwiss sagl Management;
- to use own forklifts and lifting devices in the Exhibition Centre without express authorization of the Technical Department of LoboSwiss sagl as stated in the Exhibition Technical Regulation. The prohibitions of a technical nature issued for safety reasons to protect persons and property, and also to prevent tampering with fixed and movable property belonging to the Exhibition Centre, as well as the relevant provisions contained in the "Exhibition Technical Rules", form part of these general contract conditions, and the Exhibitor undertakes to observe them strictly. In the event of failure to comply with even one of the prohibitions listed above, or those referred to in this article, LoboSwiss sagl may apply the sanctions as laid down in "Exhibition Technical Rules" and/or terminate the Exhibition participation agreement, without the need for a Court order but simply by any form of written notice served on the Exhibitor at his stand. This action will carry the immediate closure of the stand and the withdrawal of the Exhibition Centre access documents, without prejudice to the sums payable by the Exhibitor.

Art. 21 - POSTPONEMENT, REDUCTION OR CANCELLATION OF THE EXHIBITION

It is the Organizer's irrevocable and discretionary right to change the dates of the Exhibition, nor does this entitle the exhibitor to withdraw or in any way annul the contract and gain release from the engagements he has undertaken. Furthermore, the Organizer may reduce the Exhibition or even cancel all or certain sectors of it, without being required to pay compensation, fines or damages of any sort. In this eventuality, the Organizer shall give written notification of the changes made by registered letter, fax, telex or e-mail, to be sent no later than 30 days before the start of the Exhibition.

Art. 22 - GENERAL PROVISIONS

The exhibitor is obliged to abide by any regulations that may be issued to LoboSwiss sagl by the Public Safety Authorities and those responsible for fire and accident prevention and for the supervision of places open to the public.

Art. 23 - RELATIONS WITH LoboSwiss sagl

The Exhibitor notes that the Fair will be held in the Exhibition Centre of Lugano and he undertakes to observe - and ensure that his employees and associates observe - the rules and regulations issued by LoboSwiss sagl. All of the exhibitor's rights are granted exclusively by the Organizer, as stated in Art. 3, whereas any and all obligations of performance assumed by the exhibitor are understood to be extended in favour of LoboSwiss sagl as well. Therefore, in case of the exhibitor's default in such obligations, LoboSwiss sagl will be entitled to take direct action, by means of its service staff in the Exhibition Centre, in order to enforce its rules and regulations and all laws.

No, I do not want to receive updates on WopArt Signature

Disclosure of personal data is optional, however it is a necessary condition to the activities described above. The holder of the rights to manage such data is LoboSwiss sagl in the person of its Legal Representative.

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