

FLASHBACK

ALL ART IS CONTEMPORARY

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Flashback Habitat
Corso Giovanni Lanza 75
Torino, Italia

31 ottobre / 3 novembre 2024

APPLICATION
DEADLINE 31 MAY 2024

FLASHBACK 2024 TIMELINE

31 may 2024	Application Form Required deposit Payment / registration fee (1000,00 € + VAT when applicable) Exhibiting project, list and images of all the works Exhibitor's history and specialization Company report A copy of the identity document of the legal representative
15 september 2024	1 st Instalment Payment (50% both total rental amount) Definitive list of artworks
25 october 2024	Full Payment / Balance before arrival (50% both total rental amount)
28 october / 29 november 2024	Exhibitors' Set Up h. 9 am - 8 pm
30 october 2024	Press Preview Preview Vernissage 11 am - 10 pm
31 october / 3 november 2024	Opening dates and hours h. 11 am - 8 pm
3 november / 4 november 2024	Exhibitors' Dismantling h. 8.30 pm - 11 pm Exhibitors' Dismantling h. 9 am - 1 pm

N.B. Dates and times changes are possible.

THE APPLICANT EXHIBITOR (PLEASE PRINT OR WRITE IN CAPITAL LETTERS)

Company name _____

Authorized Representative: Name _____ Surname _____

Address _____

Zip Code _____ City _____ Country _____

Ph. _____ Fax _____ E-mail _____ Website _____

VAT nr. _____ TAX nr. _____

Social network: Facebook _____ Instagram _____

Gallery contact: Name _____ Surname _____

Mobile _____ E-mail _____

REQUESTS TO PARTICIPATE AT FLASHBACK:

PRICES (ALL PRICES + VAT WHEN APPLICABLE)

Registration Fee: € 1000,00

Booth / room (Price per sq./mt.): € 250,00

Stand / room : Small: < 21 sq./mt Medium: 22- 29 sq./mt Large: > 30 sq./mt

Please specify requested sq./mt.: _____

DATA _____ COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE _____

According to Italian Law Decree n. 196, 30/6/2003, regarding privacy policy, we inform you that the data supplied will be exclusively used for administrative and promotional purposes and treated in the utmost secrecy.

BOOTH EQUIPMENTS AND

- **Booth Equipments:** perimeter walls in masonry and in solid wooden panels; one 100 watt spotlight every 3 sq/mt, one electric socket, front sign board.
- **Exhibitor's kit:** 5 Exhibitor badges (valid for set-up and dismantling days and for Exhibition opening hours), 5 temporary badges (valid for set-up and dismantling days), 50 invitations for the vernissage (valid for two persons), 50 tickets for the opening days (valid for one person only), 30 VIP kit (valid for two persons) sent from the Organizer, other promotional material (online and offline). All invitations will be sent by the Organization in digital way.

TERM AND CONDITIONS OF PAYMENT

- Payments have to be made exclusively in euros. Bank charges are at Exhibitor's own expense. Payments have to be made exclusively by Bank Transfer.
- A required deposit of 1000,00 € + VAT when applicable must accompany the Application (Please indicate TRN number). No Application without the required deposit will be accepted. Should the Application not be accepted, the deposit will be refunded, deducting the amount of € 300,00 + VAT when applicable as processing fee.
- Payment of the first Instalment: 50% booth total rental amount due not later than **15 September 2024**.
- Full Payment: 50% booth total rental on Exhibitor arrival at the Fair before any procedure of unloading or set-up, **25 October 2024**.
- The total amount of the required extra supply due not later than **3 November 2024**.

Bank Transfer to:

Associazione situazione costruita - Via Cernaia 14, 10122 Torino - IBAN IT28 G032 9601 6010 0006 7020 228 - SWIFT/BIC FIBKITMM

Transaction Ref. Number _____

From January 1st 2011 all Exhibitors from abroad - EU and extra EU countries – holders of a regular VAT number in their own country - participating to a Fair or Exhibition in Italy - will receive an invoice without the Italian VAT (non taxable according to the regulation as per DPR 633/72, section 7-ter, paragraph 1, subparagraph a). The new regulations do not apply to Italian Exhibitors. All Exhibitors from abroad - EU and extra EU countries – not holders of a regular VAT number in their own country have to pay the Italian VAT at the statutory rate. Exhibitors from abroad – EU and Extra EU countries – not holders of a regular VAT number in its own country may apply to the Tax Office for the refund of the VAT paid as indicated in Art. 38-ter DPR 633/72 following EEC provisions.

ELEGIBILITY CRITERIA

The selection criteria are based on the project value, the quality of each presented artwork and the compatibility with the image and concept of the Exhibition. Admission is submitted to the unquestionable judgement of the Organizer.

- **Dating:** Only artworks dating **prior to 1990** will be admitted to the Fair. Upon explicit request of the Exhibitor, works dated after 1990 can be admitted only if they represent an added value to the submitted project. In such case, the Exhibitor must submit such artworks complemented by a description text that motivates the request. The Organization reserves the right to admit or not such artworks and shall inform the Exhibitor. In case the artwork is not accepted, it cannot be displayed at Flashback', with no exceptions.
- **Dating of artworks between 1990-2024:** is given the possibility to present a site-specific project, which takes into account the specificities of the location and the theme covered, with works dating from 1990 to 2024.
- **Quality and provenance:** it is Flashback's interest ensuring that all displayed artworks are of proven quality and correct provenance. Every artwork will be checked and the Organization will inform the Exhibitor if they do not meet Flashback' quality standards. In this case the Exhibitor will not be allowed to display the artwork.
- **Way of exhibiting:** Exhibitors are required to set up their spaces taking into account the guidelines of the Exhibition. The Organization makes use of an Architect to approve the final layout of the booth and the way of exhibiting proposed by each Exhibitor. Each Exhibitor must unconditionally accept the decisions taken by the Organization.

REQUIRED MATERIAL

- **Exhibiting project:** short description of what you would like to exhibit , accompanied by a list and images of all the works proposed (in high definition for social and communication materials)
- **The definitive list** must be reported no later than **15 September 2024**.
- **Exhibitor's history and specialization:** brief description of the gallery's history and its specialization.

Checklist:

- Application form and General Condition of Participation stamped and signed (this document)
- Required deposit with TRN number
- Exhibiting project
- Exhibitor's history and specialization
- Company report with mention of signatories - a copy of the identity document of the legal representative

No Application Form without acceptance of this terms and conditions and the required material will be accepted.

By signing and submitting this Application Form to "Flashback", the Exhibitor agrees to be bound to terms and conditions of participation described herein and in the General Conditions of Participation.

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Art. 1 – Exhibition Name, location and purpose

FLASHBACK takes place in Turin. Location, days and times are indicated in the Application Form. FLASHBACK is an Antique, Modern and Contemporary Art Fair which intends to draw the interest of antiques and modern art collectors and the general public. FLASHBACK is hereinafter the "Exhibition".

Art. 2 - Organizer

Associazione situazione costruita (VAT n. 10960230018), whose registered office is in Via Cernaia, 14 – 10122 Turin (Italy), PEC situazionecostruita@pec.it, hereinafter "The Organizer", organizes the Exhibition as a whole. Should they deem it appropriate, the Organizer may freely make use of contractors and/or consultants selected by the Organizer themselves. The Organizer reserves the right to decide for the overall organization of the Event and, in particular, as related to the dates, venue, the program and hours. Such right shall not affect any right acquired by or alleged to Exhibitors and shall not generate any claim for reimbursement or compensation.

Art. 3 - Admission eligibility

The admission is reserved to Antique Dealers / Modern Art Galleries in possession of the appropriate commercial licence for the sale of antiques and modern art and the specific licence in case of exhibition of jewels and valuables; photocopies of the documents must be enclosed with Application Forms. Admission will be restricted to companies of a proven serious commercial activity that can guarantee the display of works of the highest quality standard from the artistic and/or historical point of view.

Art. 4 – Items admitted to the Exhibition

4.1 The following will be admitted to the Exhibition: original antique, modern and contemporary artworks, representative of their period. All paintings, works and objects that are modern copies and/or do not correspond to the requirements of uniqueness, artistic value and creative expression requested by the international market will be excluded. The objects and furniture on display must be presented in suitable conditions in relation with the purposes, the level and the quality standard of the Exhibition.

4.2 Exhibitors who wish to present "rare and artistic antique" firearms must notify and provide the necessary documentation for the authorization of local Police Force. Without the specific authorities' legal authorization the Exhibitor will not be allowed to present this type of objects.

Art. 5 – Application procedure

5.1 The contract consists of the Application Form and of these Terms and Conditions (hereinafter "The Application Form"). The Application Form must be signed by the authorized representative of the applicant and shall be taken into consideration only if duly signed in the purposely-allocated spaces and submitted within the specified terms.

5.2 The Applicant guarantees that all the information in his own Application Form is accurate and authentic.

5.3 The Application Form must be sent to the Organizer at their registered offices of Corso Giovanni Lanza 75 – 10133 Turin, Italy – by mail or by certified e-mail to situazionecostruita@pec.it by the date indicated in the Application Form.

5.4 The Application Form must enclose the documentation requested (Checklist) and copy of the bank transfer (with indication of the reference code) relevant to the confirmation deposit. No Application Form without the requested documentation and/or payment of the confirmation deposit shall be accepted, with the subsequent application of the provisions mentioned in art. 6.3. 5.5 The Application Form is subject to acceptance as reported in Art. 6.

5.6 The receipt order of the Application Form is not determining for admission. 5.7 The submission of the Application Form constitutes an irrevocable commitment by the applicant and their full acceptance of these General Conditions of Participation, as well as of the Technical Provisions and of any other rule relating to the organization and running of Event.

Art. 6 – Acceptance

6.1 The admission as Exhibitor is subject to the acceptance of the Application Form by the Organizer, which deliberates at its absolute discretion and shall confirm by Certified E-mail (the Exhibitor must provide a valid operational Certified E-mail address in the Application Form). The acceptance of the Application Form and the allocation of an exhibition space are therefore submitted to the Organizer's absolute discretion.

6.2 The payment of the deposit does not confer to the applicant any right to obtain the acceptance of the application to the Exhibition

6.3 Should the Application not be accepted, the applicant will be informed in writing and the deposit will be refunded, without interest. The Organizer will retain € 300 + VAT as processing fee.

6.4 The Exhibitor agrees that the participation to an Edition of the Event does not guarantee participation to any further edition, and that any further request by the Exhibitor shall not be considered as a business restriction of any form.

Art. 7 – Allocation of the Exhibition Space

7.1 The allocation of the exhibiting spaces is at organizer's full discretion; the indications of the position, dimensions and art other request by the Exhibitor are not binding upon the Organizer.

7.2 In any case, the Organizer reserve the right – should this be required because of technical reasons and/or organizational requirements – to modify the modalities of participation and/or the location and to reduce or increase the space of the exhibiting space, even if the latter was already allocated. Any change will not give the Exhibitor any right to raise exception or to any compensation for damage, and shall in any case involve the obligation for the Exhibitor to the payment of the space allocated.

Art. 8 - Exhibition fees

The Exhibition fees are fixed by the Organizer and they can be modified whenever necessary. For the present edition the prices are established as indicated in the Application Form.

Art. 9 – Terms of payment

9.1 The applicants shall pay the amount reported in the Application Form as confirmation deposit at the time the Application Form is submitted.

9.2 Once the Organizer approve the Application Form, the Exhibitor shall receive the statement of account with the total amount due to participate to the Event.

9.3 The balance of the amount shall be paid within the terms reported in the Application Form and – in any case – no later than the five business days that precede the starting of the Event.

9.4 The Exhibitor shall be entitled to occupy the allocated exhibition space only upon the full payment of the amount due. In case of delinquency, the Organizer reserve the right to prevent the Exhibitor's participation to the Event, reserving also the right to claim for compensation of the relevant damage.

9.5 The relevant invoice shall be issued once the payment is made. The payments are to be made as reported in the Application Form.

Art. 10 – Withdrawal

Should the Exhibitor intend to withdraw its participation to the Event, it shall immediately inform the Organizer by Certified E-mail. The Organizer shall apply the following penalties: Euro 300.00 + IVA for the withdrawals occurred between the shipment date of the Application Form (even if incomplete)

DATA

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DATA

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and the communication of its acceptance; 100% of the participation fee for withdrawals occurred after the communication that the Application Form was accepted.

Art. 11 – Postponement, reduction or cancellation of the Exhibition

The Organizer reserve the right to change dates, hours and modalities, as well as to determine any other variation in the Event, including the change of venue should this become necessary due to technical and / or organizational requirements. If by reasons of force majeure or circumstances beyond the will of the Organizer, the Event could not take place or suffer anticipated closure or temporary suspension, the Exhibitor shall be due no compensation, refund or restitution under any title or cause.

Art. 12 – Authenticity – Guarantees and Liability of the Exhibitor

12.1 The Exhibitor guarantees and is personally liable, both to the Organizer and to the acquiring third parties, for the authenticity and legitimate provenance of the works of art on exhibition, pursuant to the laws in force (Art. 63 D.L. n. 490 Italian Law Decree October 29th 1999)

12.2 Under no circumstances shall the Organizer be held liable for errors in the evaluation, dating or estimate of the works on exhibition, which have no other aim than their admission to the Exhibition.

12.3 With reference to the aforementioned Art. 63 of the Italian L.D., every object in Exhibition shall be provided with a certificate of authenticity, reporting all the information required to define the object, its dating, state of preservation n and any restorations.

12.4. The Organizer reserve the right to have removed from the Exhibition those objects that – at their unquestionable discretion – do not match the statements reported in art. 12.1.

Art. 13 – Replacement of the artworks

The Exhibitor has the right to add to or remove works of art and objects from his own booth. These replacements must take place one hour before the Exhibition opens to the public, upon request and authorization in writing by the Organizer. However the Exhibitor shall always keep the appropriate setting of the booth allocated to them.

Art. 14 – Safety, Setting and Return of the exhibition spaces

The exhibition spaces and furniture shall be reported in the Application Form. The Exhibitor is liable for the compliance of the safety standards and of any applicable law and regulations within its booth.

14.2 The Exhibitors are entitled to customize their booth in compliance with the General Conditions and integrated image of the Exhibition. In case of substantial changes or of use of exhibiting materials, the Exhibitor shall request written consent by the Organizer. For further details, please see the relevant forms – Technical Provisions. If the Exhibitor renounces completely or in part to the exhibiting structures supplied and proposed by the Organizer, it will not be entitled to any reduction in the Exhibition fee. All materials utilized in setting up the booths shall be ORIGINALLY FIREPROOF or FIREPROOFED CLASS 1, CLASS 2 (the relevant certificate, not older than 6 months, shall be produced to the Organizer, together with the identification document). Fireproofing of materials inside the venue is forbidden.

14.3 The setting up and dismantling of the exhibiting space may only be carried out in the days and hours indicated in the Application Form and will have to be accomplished, without any possibility of delay, within 24 hours before the inauguration. For further details the exhibitor is engaged to respect time indicated by the Organizer bounded to make all the different activities necessary to organize, to install and to dismantling the show. The exhibiting spaces not taken within such deadline will be considered to be at the disposal of the Organizer, which, save and unprejudiced any other right, will consider the Exhibitor renouncer with no rights to reimbursement whatsoever. The Organizer reserves the right to rescind the contract, pursuant to Art. 1456 of the Italian Civil Code, besides the application of the penalty reported in art. 10.

14.4 Any completion, arrangement or placement in the days of setting up and dismantling outside the time shown on the Application Form must be authorized in writing by the Organizer. In this case, the Organizer will charge the resulting costs of supervision, electricity, lighting, etc., to the Exhibitor.

14.5 The allocated exhibiting spaces shall be returned in the same conditions in which they were received, free from any material other than the ones supplied by the Organizer by the Exhibition Center. The costs for restoring any damage caused by the Exhibitor or by its appointed personnel to the Exhibition Center, to the structures, walls or installations shall be charged to the Exhibitor.

Art. 15 – Surveillance and clearing

15.1 The Organizer shall provide a 24 hours general surveillance service for the whole period of the Exhibition, including the days for the booth furnishing and dismantling.

15.2 The Organizer shall not be held responsible for materials and goods left unguarded inside the exhibition area during the Exhibitor's closing hours.

15.3 The Organizer – although providing a 24 hours general surveillance service including the days for the booth furnishing and dismantling – is exempted from whatever liability relating to thefts and / or damage that may be suffered by the Exhibitor. The Organizer will never be bound to pay any kind of compensation to the Exhibitor.

15.4 The Exhibitor shall attend personally to the assigned exhibition area during set up, opening hours and dismantling. The Exhibitor shall control the assigned exhibition area from one hour before the opening of the Exhibition until the evening closing.

15.5 The Organizer shall provide a cleaning service exclusively for the public area. The Exhibitor shall take care of the cleaning of the assigned exhibiting area.

Art. 16 – Insurance, Exhibitor's responsibility and exemption of the Organizer from liability

16.1 The Organizer will stipulate – at their own expenses – a public liability insurance policy covering damages caused to third parties within the exhibition area.

16.2 Every Exhibitor is bound to stipulate – at its own expenses – an insurance policy against all risks, including theft, burglary, breakage (as defined by Art. 624 of the Italian criminal code) and damage, in any form and kind whatsoever, fire, leakage and water damage, vandalism, as well as the risks of transport to and from the Exhibitor's grounds as related to the artworks, goods and fittings brought into the Exhibition's area and taking upon himself any exemptions and exclusions agreed upon with the insurer. The Exhibitor shall also stipulate an appropriate third parties liability insurance policy. All the insurance coverage stated above should be valid throughout the stay of the Exhibitor or of its belongings inside the Exhibition area, including the Exhibition closing time and all the days required to set up and dismantle the booth; such coverage shall include a declaration by the insurer's specifically renouncing any recourse or claim for compensation against the Organizer, the Exhibition venue or any individual or company entrusted by the same and against any third party that may be held liable thereof.

16.3 The Exhibitors shall deliver a copy of the policies mentioned in art. 16.2 (with the relevant receipt of settlement) or the release from liability as per FORM 1 of the Technical Provisions no later than beginning of the setting of their own exhibition space.

16.4 The Exhibitor shall be exclusively liable for any damage whatsoever caused by any means to third parties, including the Organizer and the other

Exhibitors, during the Event. The Exhibitor shall also be liable for any damage under any title or by any means that can be ascribed to the Exhibitor itself or to personnel operating on its behalf, employees, auxiliaries and/or collaborators during the event including damage caused by furnishings or equipment installed either by the Exhibitor or by third parties appointed by it, even though they have been inspected by the Organizer.

16.5 By submitting the Application Form, the Exhibitor issues a declaration of exemption from liability and of formal renounce to claim of compensation towards the Organizer.

Art. 17 – Obligations and Compliance with Law and Regulations

17.1 The Exhibitor is assumed to know and comply with all law provisions and applicable regulations, such as – without limitations – provisions regulating copyright, the S.I.A.E. rules and norms relating to audiovisual installations and/or to music copyright, public security, fire, accidents, hygiene and safety at the workplace (amalgamated law on health and safety at the workplace)

17.2 During opening hours of the Exhibition, the delivery of the items is delayed, in compliance with the Law. The sale of the objects may only start after the opening of the Event to the public.

Art. 18 – Reproduction rights

The Exhibitor shall not copy, measure, design, take pictures or reproduce any objects exhibited by others Exhibitors without their express authorization. The Exhibitor may not object to any graphic, photographic or video reproduction of the Exhibition areas and of their content, nor to the sale of such reproductions, if ordered or authorized by the Organizer.

Art. 19 – Advertising

19.1 Advertising inside the Exhibition, in any form, is reserved exclusively to the Organizer. It's strictly forbidden any form of advertising such as the display of billboards, photographs, decals and stickers on the outside of the booth, as well as on signs placed by the Organizer to illustrate to visitors the logistics of the event. Any damage to the structures of the Exhibition will be charged to the individual Exhibitor;

19.2 Any activity that might disturb or damage the image of the Organization or the proper conduct of the event is also forbidden, such as: interviews, requests for subscriptions, subscriptions, etc..

19.3 It's also prohibited any form of advertising or peddling inside the Exhibition.

Art. 20 – Prohibitions

It is strictly forbidden:

- to dismantle the booth before the day and the closing time fixed by the Organizer;
- to occupy the passages with any material or structure jutting out of the booth;
- to make any advertising that may damage other Exhibitors, the whole Exhibition or the Organizer;
- to advertise, in the booths, any non-exhibiting company dealing with goods relating to the Exhibition;
- to sublet the assigned booth either entirely or partially to others. A shared booth will only be approved on condition that all the applicants for the booth have already been accepted in the Exhibition by the Organizer.
- In the assigned booth only the works of art and objects belonging to the admitted Exhibitor can be put on display.
- to exhibit inside the booth any kind of media sponsored by agencies, organizations, journals or other messages that are not closely related to the foregoing;
- to leave materials nearby the booth;
- to perform any form of advertising or itinerant sale within the Event;
- any set-up not formally authorized and / or permitted by the General Regulations is not allowed.

Art. 21 – Technical provisions

The Exhibitor undertakes to observe and comply with the Technical Provisions concerning equipment, fire regulations and electrical apparatus. Should the Exhibitor not be already in possession of such regulations, it is up to him to request them from the Organizer as soon as possible. Should any of such provisions be infringed by the Exhibitor, the Organizer has the right to prevent the use of hazardous materials and to withdraw them from the booths.

Art. 22 – Temporary importation

The temporary importation of goods and materials from foreign countries to be displayed during the Exhibition must be carried out at the Exhibitor's expense through a forwarding agent chosen by the Exhibitor; the forwarding agent shall be released from all liability towards the Exhibitor and the Organizer. By signing the Application Form, the Exhibitor guarantees he will grant a form releasing the Organization from any liability and renouncing any recourse or claim for compensation.

Art. 23 – Privacy – Consent D.L. n. 196/2003

The data supplied by the Exhibitor in the Application Form will be treated according to the provisions indicated in the Italian Law Decree. n. 196/2003. The Exhibitor agrees that all the information contained in the Application Form can be used for administrative (invoicing), statistical (in anonymous way) and promotional purposes.

Art. 24 – Penalty – Termination pursuant to Art. 1456 of the Italian Civil Code.

24.1 The breaching of even only one provision of these General Terms or of the Technical Provisions may involve the immediate exclusion of the breaching Exhibitor, without any right of refunding or compensation from the Organizer; without prejudice for the Organizer's right to claim the whole amount of the exhibition space and the payment of € 5,000.00 as a penalty, as well as the refund of any excess damages.

24.2 Should termination be decided by the Organizer during the Exhibition (as per Art. 24.1) the Exhibitor shall be bound to immediately stop any business and exhibition in the assigned booth and shall remove any goods, objects and equipments according to times specified by the Organizer. The Exhibitor waives hereby any possible objection, any defence being postponed to a possible trial before the court having jurisdiction.

Art. 25 – Joint and several obligation

The Exhibitor undertakes full obligation towards the Organizer, or towards any other company or body appointed by the Organizer.

Art. 26 – Complaints and Competent Court

Any complaint must be sent by mail with delivery report to the Organizer within 10 days from the generating event. After that time it will be considered as invalidated.

The Exhibitor accepts Italian jurisdiction and no other and acknowledges as competent the Law Court of Turin where the Organizer situazione costruita has his legal venue, and no others courts. Relations between the Organizer, the Exhibitor and any third party are governed exclusively by Italian law.

Art. 27 – Main language

Since the present Regulations and General Conditions are written in other languages in addition to Italian, in case of discordance, the Italian version will prevail.

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE _____

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE _____