

Article 1 • PLACE, DATE AND OPENING HOURS OF THE EVENT

The 68th International Bicycle Exhibition, promoted by "CONFINDUSTRIA ANCMA Associazione Nazionale Ciclo, Motociclo e Accessori" (National Cycle, Motorcycle and Accessories Association) and organised by EICMA S.p.A. with the technical and administrative support provided by Fiera Milano S.p.A., will be held at Rho - Pero in the new Milan Trade Fair Exhibition Centre from 17th to 20th September 2010.

Friday 17th, Saturday 18th and Sunday 19th September opening hours: from 10.00 am to 6.00 pm for public. For the exhibitors from 8.30 am to 6.30 pm.

Monday 20th September opening hours: from 10.00 am to 5.00 pm for public. For the exhibitors from 8.30 am to 5.30 pm.

The Exhibitor shall ensure that staff members are in attendance at the assigned stand for the full duration and throughout the opening hours of the event. It is not permitted to clear the stands before the end of the event.

Article 2 • COMMODITY SECTORS PERMITTED

- bicycles;
- PAB bicycles with auxiliary motor;
- touring bikes;
- scooters;
- engines for cycles and derivatives for special uses;
- tyres;
- helmets;
- clothing for cyclists;
- equipment and accessories for bicycle tourism;
- electrical equipment, cycle parts and accessories;
- raw materials and semi-finished products for the cycle industry;
- enamels, paints, decalcomanias;
- special tools and machinery for cycle manufacturing and repairing;
- publishing, specialised press and associations.

Article 3 • RATES - VARIOUS SERVICES - DECLARATION OF VALUE - INSURANCE

The cost to rent **naked space (it does not include any kind of furnishing)** is per sqm 70.00 Euro (+ 20% VAT) - (Article 3 of Regulations). An equipped area "turn key" instead of the bear space may be provided on request, at a cost amounting to 120,00 Euro per sq.m. (+ 20% VAT).

Mezzanine floor 35.00 Euro (+ 20% VAT) per sq.m.; the construction of the mezzanine floor shall be communicated to the EICMA secretariat in advance.

EXPOPAGE: mandatory quota amounting to **50.00 Euro (+ 20% VAT)** to be included in the on-line catalogue delivered by Expopage. Expopage is an on-line database that contains commercial information referring to exhibitors in the Milan Trade Fair events. Expopage, EICMA S.p.A. and Fiera Milano S.p.A. make available a virtual space and useful tools to enable the exhibitor also to promote companies on-line, to complete the presence of all exhibitors in the Trade Fair. Taking part in the event entails subscribing to the Expopage service. Therefore, by accepting these General Regulations, the exhibitor consents to the service being provided and consents to Expopage using the exhibitor's data.

The tariff, expressed in square metres, or a whole unit, includes the lease costs for the display area, including the services outlined below, as well as complementary events prepared by the Organiser and foreseen in the exhibition programme:

1. **Entering the Company's data in the Official Guide (catalogue);**
2. **Municipal Advertising Tax:** The Exhibitor is under an obligation to pay the Municipality the foreseen tax for the aspects which are however deemed to be taxable, pursuant to Presidential Decree (D.P.R.) No. 639 dated 26.10.1972, without prejudice to the participation provisions. The foregoing tax is established as a lump sum amount based on the surface area occupied by the Event, following the agreements entered into with the Municipality in the interests of the exhibitor categories. This tax is included in the participation fee to avoid onerous procedures which Exhibitors would be required to fulfil directly. Fiera Milano S.p.A. will subsequently pay the Municipality the corresponding amount;
3. **Electric Power:** electric power installed up to 20 Kw;
4. **Cleaning the stand areas;**
5. **Hiring fire extinguishers;**
6. **SIAE:** copyright obligations arising from any audio-visual installations in the stands, subject to collection provisions.
Live performances (with a singer and/or musical instruments) however, are not included in this insurance cover, for which the Exhibitor is required to make provision directly at the SIAE offices located in the country.
The rights due to the performing artists and to the record producers that own the rights of the recordings, pursuant to Article 72 and Article 73-bis of Law No. 633/1941, and SCF - Società Consortile Fonografici S.p.A. on their behalf, are also included. Whereas, the rights due to the performing artists and to the record producers for the distribution of sound recordings and musical videos during fashion shows, DJ sets with or without dancing, pursuant to Article 73 of the cited Law, are not included. Therefore, the organisers of such events are invited to contact Consorzio Fonografici S.p.A. in Via Leone XIII, 14 - Milan - to fulfil the obligations established under the current laws.

Declaration of Value

The Exhibitor shall be under an obligation to declare the overall "actual value" of the goods, machinery, equipment and fittings which are foreseen to be brought inside the Milan Trade Fair District, also on behalf of the companies represented thereby, by transmitting the data online; the minimum capital values detailed in the following "Insurance" article shall be deemed accepted, if no value declaration is submitted.

The insured value however, shall be the value declared by the Exhibitor in the case of a claim event, if there is an inconsistency between the value declared by the Exhibitor and the value of the insured goods. The foregoing shall be subject to the provisions set out under Article 1907 of the Italian Civil Code, for the purposes of adopting the "proportional criteria", if applicable, to compensate the damage. Fiera Milano S.p.A. shall retain the right to verify the declarations submitted.

Insurance

All-Risks policy - Goods owned by Exhibitors (excluding terrorism and sabotage risks)
The Organiser and Fiera Milano S.p.A. hereby request that goods, materials, fittings and equipment brought into the Milan Trade Fair facility by the Exhibitor shall be covered by an all risks type insurance policy, waiving the right of recourse towards third parties, including "Fondazione Fiera Milano", Fiera Milano S.p.A., the companies associated

therewith, the Organiser and third parties however involved in the organisation of the Event.

This insurance cover shall be made available by Fiera Milano S.p.A. for a minimum capital amounting to Euro 25,000.00 and the corresponding amount of € 84.00 + VAT shall be debited by Fiera Milano S.p.A. at the time the Organiser's participation fee invoice is issued.

The Exhibitor shall have the possibility of increasing the capital automatically by transmitting the request online.

A 10% excess is foreseen in the insurance cover arrangement for each claim event, in the case of theft, with a minimum amount of Euro 250.00, this figure shall be doubled after the Event has closed.

The certificate of insurance shall be delivered to the stand to inform the Exhibitor of the details of the insurance cover.

If the Exhibitor has its own "All risks" insurance valid for Trade Fairs and Exhibitions, with a clause waiving recourse towards "Fondazione Fiera Milano", Fiera Milano S.p.A., the companies associated therewith, the Organiser and third parties however involved in the organisation of the Event covering the goods, machinery, equipment and fittings brought into the Milan Trade Fair District, the Exhibitor shall still be under an obligation to return the appropriate questionnaire duly signed, attaching declarations signed by the own legal representative and the insurance company stating that the foregoing goods are covered by an "All risks" insurance for a value not less than the value foreseen herein (as described online).

Third-party Liability Insurance Policy: Fiera Milano shall take out this insurance for all Exhibitors and shall include Exhibitors automatically on its own general policy without charges. The Fiera Milano general policy foresees a limit of liability of not less than € 100 million.

Fiera Milano and the Organiser decline all liability regarding consequential damages, damage to image, loss of earnings, etc.).

Also in the case of direct damages, the Exhibitor hereby accepts that Fiera Milano and the Organiser shall limit their liability to the values declared for the goods present in the District in relation to the Event.

The declaration of value as outlined in the paragraph above shall be binding for this purpose. The Exhibitor hereby accepts the foregoing limitation of liability.

Article 4 • ENTRY APPLICATION - PRESENTATION PERIOD - ADVANCE CAUTION DEPOSIT

The entry application shall be submitted to EICMA S.p.A. - Via Antonio da Recanate, 1 20124 Milan - duly compiled and signed by the Company's legal representative within and not later than **30th January 2010**. Applications will be considered after this date subject to available space that may remain or be added, without any guarantee of a visibility equivalent to the original areas.

Submitting the entry application represents an unconditional acceptance of the General Regulations.

The entry application shall be accompanied by the following in order to be considered:
- by the advance caution deposit amounting to Euro 25.00 (+ 20% VAT) for each sq.m. requested and the Expopage quota amounting to Euro 50.00 (+ 20% VAT).

Enclose: a bank cheque made out to FIERA MILANO S.p.A. - EICMA S.p.A., or a copy of the bank transfer endorsed by the bank and made out to Fiera Milano S.p.A. EICMA S.p.A. c/o BARCLAYS BANK PLC - FIL. 9, Via V. Pisani, 13 - 20124 Milan - Italy
IBAN: IT90X0305101618000040100044 - SWIFT/BIC: BARCITMMBRO, or debited using one of the following credit cards: Euro/Mastercard - Visa - Diners Club - CartaSi - American Express.

Applications without the advance caution deposit will be rejected and will be automatically considered as not submitted.

Attach documentation to illustrate the products which will be displayed in the case of companies that did not register in 2009.

By signing the entry application the exhibitor undertakes to participate in the event in the area that will be assigned thereto, in accordance with Article 9 and to accept without reserve the General Regulations, the Technical Regulations (which shall be forwarded later by Fiera Milano but are available from today in the Eicma offices) with the regulations which discipline the stand fittings, fire prevention, safety and insurance obligations and any other supplementary provision issued by the organisers and by Fiera Milano in the interests of the Event. The Exhibitor hereby declares to accept that the Company and/or personal data which shall be submitted to EICMA shall be collected in a data bank managed directly by EICMA and/or by other parties delegated thereby, and processed for purposes associated with the trade fair event.

Foreign Exhibitors interested in V.A.T. refund can apply:

- to Cash Back Italia Srl - tel. 02.20521465 - fax 02.20521439 -

www.unitedcashback.com or

- to Agenzia delle Entrate - Centro Operativo di Pescara (Tax Revenue Office - Operational Centre in Pescara - only for Exhibitors resident in EU member states, Switzerland and Norway) - tel. +39 085.5771 - fax +39 085.52145.

Article 5 • ACCEPTANCE - TERMS OF PAYMENT - EXIT VOUCHERS

Companies authorised to participate in the event shall pay the balance due at the date the invoice is received, and however within and not later than **15th July 2010** by: bank cheque made out to FIERA MILANO S.p.A. - EICMA S.p.A., or by bank transfer to the same c/a registered in the name of FIERA MILANO S.p.A. - EICMA S.p.A. or debited using one of the following credit cards: Euro/Mastercard - Visa - Diners Club - CartaSi - American Express. Non-payment of the full balance within the due date, after a 10 day period of grace has elapsed, shall entail the Company losing the right to participate in the event, with EICMA retaining the advance paid definitively as a non-reducible penalty, subject to being compensated for any greater damage that may be suffered due to the Company's default and payment of the balance due.

The FIERA MILANO S.p.A. administration shall summarise all the invoices issued for services and supplementary supplies, as well as any other charges during the days immediately preceding the close of the event. The statement of account shall be transmitted directly to the stand.

Payment may be made by presenting the statement of account to the bank branches located in the Exhibition District.

The "Exit vouchers" shall be endorsed at the time payment is made. The Exit vouchers shall be duly compiled and presented to the Surveillance guards at the gates of the Trade Fair District. Additional Exit vouchers may be requested from SATE. The preparation and presentation of a single "Exit voucher" is a mandatory requirement every time material is taken out.

Article 6 • CANCELLATION

The Company shall be under an obligation to pay the following sums if the Company in question notifies by registered letter its decision to forego participating in the event:

- cancellation notified within 30th April 2010: EICMA shall withhold the full amount of the advance payment as a penalty;
- cancellation notified after 30th April 2010 and within 31st July 2010: EICMA shall withhold the full amount of the advance payment as a penalty, in addition to 30% of the balance amount due, pursuant to Article 5;
- cancellation notified after 31st July 2010: EICMA shall withhold the full amount of the advance payment as a penalty, in addition to the full balance due, pursuant to Article 5.

The foregoing rules shall be applied in proportion to the space waived in the case of a communication notifying a partial waiver of the assigned space.

EICMA shall reimburse the Exhibitor Company the sums paid, if the event cannot take place, for any reason whatsoever, and the Exhibitor Company shall hereby waive any further sum and any further action for compensation regarding either direct or indirect contractual and/or extra-contractual damages.

Article 7 • OBLIGATIONS AND PROHIBITIONS

Exhibitors representing several trademarks may display the products in a single stand. Each Exhibitor may only display the products manufactured thereby and the products of the companies that the Exhibitor represents or for which the Exhibitor is the exclusive Concessionaire in its area of jurisdiction.

EICMA shall reserve the right to request a letter of appointment attesting the distribution in the area or a part thereof if several exhibitors declare to represent the same company. Displaying the trademark or the distinctive marks of other Companies in the stand, displaying goods or signs referring to such goods, as well as distributing promotion and/or information material relating to trademarks and Companies other than those indicated in the form submitted to include the company details in the official guide is prohibited. Each Exhibitor is responsible towards EICMA, and towards third parties, for managing the stand assigned during the days of the event and during the days preceding and following the event, used to fit out and disassemble the stand.

Stand preparation: The Exhibitor shall ensure that the stand assigned thereto is attended by its staff and shall always maintain the assigned area adequately furnished and supplied for the full duration and for the entire period the event is open.

Partial displays or displays with gazebos and/or tents are not permitted. All exhibitors, with the exception of those who have requested a "turn key" stand, must send to Eicma the display design by 10th July so that it can be assessed for approval. If the correct documentation is not received, the exhibitor (or display preparation team) will not be permitted to prepare its exhibition space.

When preparing the exhibition space, it is important to bear the following information in mind:

- the maximum permitted height of the stand is 4 metres above ground; all the structural elements of the stand and all the graphics (brands, logos, etc.) must be contained within this height

- It is permitted to erect American style reticular beams at a maximum height of 6 metres above the ground, set back at least 1 metre from the front of the stand.

In constructing a continuous barrier around a stand area, solid elements (panels or the like) cannot be used on more than 50% of each front, so as to ensure that the enclosure does not generate a "blind wall" effect on the aisles, as this would have negative repercussions on architectural, layout and graphic quality.

Perfectly clear glass or micro-perforated mesh elements may be deemed admissible if the 50% limit is exceeded;

The walls bordering the exhibition spaces of other companies must have a neutral, white and professional finish on the side that overlooks the neighbouring stands.

Performances: any form of performance, as well as playing music that prevents or renders the work in neighbouring stands difficult is prohibited.

If the Exhibitor wishes to organise performances or other forms of entertainment for the general public which go beyond simply displaying the products in its display area during the following days, **the Exhibitor shall inform EICMA of such intention within and not later than 2nd September 2010 and shall submit a detailed project of the event.**

In any event EICMA shall reserve the right to prohibit the Exhibitor, also during the Display, from organising events which have not been authorised beforehand, or from managing events in a form that differs from the arrangement originally communicated to EICMA, which disturb other Exhibitors or which are in contrast with moral values or public order (refer to the Fiera Milano S.p.A. Technical Regulations).

THE FOLLOWING ACTIVITIES ARE ABSOLUTELY PROHIBITED:

- to assign or sub-lease the allocated display area to third parties, even on a free of charge basis;
- to sell the goods on display with immediate delivery, with the sole exception of products and goods which promote directly the trademark or trademarks represented (Merchandising: caps, stickers, t-shirt) as well as specialised Publishing;
- to distribute promotional material in the corridors and avenues inside the Trade Fair District;
- to close the open sides of the assigned stand with full partition walls (as outlined in the Technical Regulations);
- to exceed the maximum height of 4 metres in relation to the adjacent wall. The portion exceeding 3 metres shall be finished and coloured white (see paragraph above "stand preparation");
- taking photographs or audio-visual filming inside the display area, unless appropriate authorisation has been issued by the organiser;
- disassembling the stands before the event has closed.

Article 8 • SAFETY

Exhibitors shall be under an obligation to strictly observe the complete applicable regulatory provisions, which discipline protecting the health and the physical integrity of the workers during all activities which relate to the trade fair event and namely: fitting out the stand, managing the Exhibition, disassembling the stand and every other related activity.

Furthermore, the Exhibitor shall hereby undertake to observe the Technical Regulations prepared by Fiera Milano and to ensure that same shall be observed by all the executing contractors which operate on the Exhibitor's behalf during the stand's assembly and disassembly operations and with reference to any other related or associated activity; Such Technical Regulations can be consulted at the following web site www.fieramilano.it under the item "Trade Fair Calendar" in the link to the Exhibition. The Technical Regulations are an integral part of the General Regulations and shall be delivered together with the General Regulations and include, inter alia, precautionary regulations relating to exhibition safety requirements (fire prevention, electric systems, etc.), excluding compliance with the specific safety regulations relating to the activities sub-contracted by the Exhibitor to the executing contractors (stand assembly and disassembly activities and related activities). The ALL and SICU questionnaires contained in the dossier forwarded to each Exhibitor shall be returned duly compiled within the dates indicated. Failing to comply with the Technical Regulations may entail the immediate deactivation of the utilities supplied to the stand, as well as excluding the Exhibitor Company from subsequent editions of the Exhibition. Exhibitors shall be under an obligation to appoint one or more Managers to the assigned stand, also with reference to compliance with the regulations which discipline the pre-

vention of accidents at work, for the full duration of the stay in the trade fair district; this appointment shall be notified to the Organisation Secretariat before the start of the event and however before the workers and materials have access to the Trade Fair District. Furthermore, by signing the General Regulations Exhibitors shall ensure compliance with the applicable regulations which discipline the fitting out of the stand and every plant/system contained therein.

Article 9 • ASSIGNING STANDS

Stands shall be assigned on the basis of the following order of priority:

- 1st group: ANCMA associate Companies;
- 2nd group: foreign companies associated with their respective national trade associations;
- 3rd group: other companies.

The order of precedence in the framework of each group shall be determined by the coefficient that is the result of multiplying the number of attendances at EICMA, including the subject event, by the number of employees (blue-collar workers, office staff and executives) employed by the Company.

The number of employees shall be established conventionally as 30 in the case of companies with less than 30 employees and in the case of companies that do not indicate the number of employees in the appropriate space. Companies with the highest coefficient shall have priority. The priority shall be established by drawing lots in the case of a given coefficient. Special requests, the requested sq.m. area and the choice of non-binding free sides, expressed by the Exhibitor in a formal written request will be taken into consideration subject to space availability.

EICMA shall reserve the potestative right to vary the assignments made, by changing both the layout of the stands and their sizes, grouping them and/or subdividing them or eliminating them. In this case EICMA shall advise the Exhibitor or the Exhibitors involved promptly, the Exhibitor(s) in question may accept the new situation or forego participating in the Exhibition.

In this latter case EICMA shall limit its action to reimbursing the Exhibitor the amount paid thereby and the Exhibitor(s) shall waive any other sum also by way of compensation for emerging damage or lost earnings.

Article 10 • MEMBERSHIP CARDS AND TICKETS FOR EXHIBITORS

EICMA shall issue Exhibitors with permanent membership entrance cards to the Exhibition, the number of membership entrance cards shall be in proportion to the surface area of the assigned stand, in accordance with the following table:

- 1 membership entrance card for every 9 sq.m. in the case of surface areas occupied by groups,
- Stand up to 20 sq.m.: 3 membership entrance cards
- Stand from 21 to 50 sq.m.: 5 membership entrance cards
- Stand from 51 to 100 sq.m.: 10 membership entrance cards
- Stand from 101 to 200 sq.m.: 15 membership entrance cards
- Stand from 201 to 400 sq.m.: 30 membership entrance cards
- Stand from 401 to 600 sq.m.: 40 membership entrance cards
- Stand from 601 to 1000 sq.m.: 60 membership entrance cards
- more than 1001 sq.m.: 100 membership entrance cards

Any additional membership cards shall be charged at Euro 12.00 (+ 20% VAT) each.

The membership cards will be registered and will only be issued to persons working for the Exhibitor's organisation. Transferring the foregoing membership cards, for any reason whatsoever, is prohibited.

Any unauthorised use of the foregoing membership cards shall entail their immediate withdrawal. Furthermore, EICMA shall provide Exhibitors with special invitation tickets at a reduced price, reserved exclusively for operators and not for sale.

Article 11 • PRIVACY AND PERMISSION TO ACCESS THE DATA COLLECTED BY ENTE FIERA MILANO

Having read the privacy statement, the Exhibitor declares he/she has been informed of his/her rights pursuant to the regulations on privacy and the protection of data (Law decree 196/2003 and subsequent amendments thereto).

Moreover, the Exhibitor hereby gives his/her consent to the entry of his/her company and/or personal data, that he/she will supply to EICMA, in a database managed by EICMA, and/or by a person/an organisation appointed by the latter, and the utilisation of the aforementioned data for purposes to do with the trade fair. Furthermore, the Exhibitor grants EICMA a formal authorisation to request from Ente Fiera Milano his/her personal data collected in connection with the event, including, but not limited to, a statement of the costs and the expenses incurred by the Exhibitor to participate in the event. EICMA undertakes to use said data solely for statistical purposes and not to disclose them to any third party other than in aggregate form.

The owner of the treatment of the data is Ms. Luisa Grande domiciled at the EICMA office.

Article 12 • ANTI-COUNTERFEITING RECONCILIATION OFFICE

An Anti-Counterfeiting Reconciliation Office will be in operation at the Eicma Secretariat throughout the Event managed by a lawyer appointed for the purpose by the General Secretariat.

This Office will be responsible for receiving reports related to unauthorised display of trademarks, distinctive marks, products or prototypes owned by third-party companies in the framework of the Event, or the display of products or prototypes which represent an obvious copy of previously existing third-party products, or which infringe third-party patent or intellectual property rights, also non-exhibitors.

After having received the report and the appropriate documentation, the Office will call the exhibitor reported and, after having heard the explanations, will propose an amicable settlement of the incident.

If the Parties fail to agree on the foregoing amicable settlement, such parties will be free to adopt the most appropriate initiatives, notwithstanding Eicma's right to make arrangements however, to remove from the stand the trademarks and the distinctive marks displayed illegally, or the products or prototypes representing counterfeit products, as well as exclusion of the exhibitor company from subsequent editions of the event in the more serious cases or in the case of repeat offence or failure to implement the decisions made by the Office.

Article 13 • PRELIMINARY COMPLIANCE OBLIGATION ANTI-COUNTERFEITING RECONCILIATION OFFICE

The exhibitor shall duly acknowledge and accept to notify beforehand the Anti-Counterfeiting Reconciliation Office, as set forth in the preceding Article, if deemed to be damaged by the infringement of rights held thereby due to the action of another exhibitor relating to trademarks, distinctive marks, intellectual property, patents, designs, etc... relating to products or prototypes displayed by the latter party in the framework of the event, and to report the occurrence and wait for the amicable settlement proposal that will be prepared and presented by the Office in question before proceeding to take independent judicial or legal initiatives.

Breach of the foregoing provision, without just cause, may attract a penalty imposed on the exhibitor, and the company's exclusion from one or more subsequent editions of the Event.

Article 14 • COMPETENT JUDGE

Any dispute relating to the interpretation, execution or termination of this Agreement shall be referred exclusively to the Milan judge with jurisdiction in terms of value.