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# **APPLICATION FOR EXHIBITION SPACE EUROPORT ISTANBUL**

LINK PUBLISHER

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Exclusive Representative for Poland

Energetyków 3/4, 70-656 Szczecin, POLAND

25 - 28 March 2009, Istanbul

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e-mail: info@maritime.com.pl				
Company name:				
Contact person:			Initials:	m/f
Address:				
Postal code: City:			Country:	
Invoice address:				
Postal code: City:			Country:	
Telephone:		Fax:		
E-mail:	Website:			
Confirms to participate in Europort Istanbul Raw space booking sq.m. stand space (minimu Stand rental at registration before 1st Septer Stand rental at registration from 1st Septer	m size 15 sq.m.) tember 2008	: € 175 per sq.m. (ex		
Preferable dimensions				
Shell scheme options				
Stand A (min. size 15 sq.m.)		Stand B (min. size 15 sq.m.)		
sq.m. at € 50 per sq.m. (excl. VAT) separation walls, 1 table, 3 chairs, carpet, fascia board, 1 locker, 1 separate room, lighting and electrical socket (incl. electricity connection and consumption up to 1 Kwh)		sq.m. at € 30 per sq.m. (excl. VAT) separation walls, fascia board, lighting and electrical socket (incl. electricity connection and consumption up to 1 Kwh)		
Preferable dimensions m x m		Preferable dimensions m x m		
Products to be exhibited:				
Product(s)	Brand(s)/origin		Notes of selection co	mmittee
By signing this form, the exhibitor declares to a printed on the enclosed document. The exhibit				

Place:

Date:

Company stamp:

Signature:



NTSR

# **10<sup>th</sup> INTERNATIONAL MARITIME EXHIBITION AND CONFERENCE**

7.

# 25 - 26 - 27 - 28 March 2009

# General Conditions of Participation

# 1. Place and Date of Fair

Europort Istanbul 10<sup>th</sup> International Maritime Exhibition and Conference will be held at the Istanbul Expo Centre between the 25<sup>th</sup> and 28<sup>th</sup> of March 2009.

# 2. Organization

Europort Istanbul 10<sup>th</sup> International Maritime Exhibition and Conference will be organized by NTSR Fair and Exhibition Centers Ltd. Co (In the texture of the agreement the corporate title will be used as "NTSR").

#### 3. Mailing Address

NTSR Fair and Exhibition Services Ltd. Co. No:5 Ekinciler Avenue Ertürk Street Mehmet Özçelik Business Center No:5 Flat: 3 Kavacık 34810 Istanbul Telephone: +90 216 425 63 00 Fax: +90 216 425 63 02 info@ntsr.com.tr

Ahoy Rotterdam Postbus 5106 3008 AC Rotterdam The Netherlands Tel : +31 (0) 293 3250 Faks : +31 (0) 293 3254 info@ahoy.nl http://www.ahoy.nl

#### 4. Exhibitor

The products which are specified in the participants' profile can only be exhibited whether by the manufacturer companies or by the distributor companies of these products.

## 5. The Products that will be exhibited in the fair and the Exhibitor Profile

Shipowning - Ship management, ship chartering, brokerage, ship sale & purchase, ship agencies, cargo transportation, container transportation, cruiser, tourism and ferry management, innercity passenger transportation, stevedoring, marine products sale & purchase, marine lubricants & bunkers, classification, classification societies Shipyards - New building, ship building maintenance and repair, yacht building, yacht maintenance, repair and docking services, ship building sub - industry, diesel engines, work boats deck auxiliaries, shipchandling, ships joinery pneumatic, integrated bridges, communication & navigation equipment, automation steering engines, ship engines & spare parts, ship electric & electronics, electrical engineering, main steering devices, safety measures, screws/rudders, rigging & net, separators, insulation, marine paint/ coatings, compressors, couplings, filters pumps, cables, gear boxes, reduction gears/reversing

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couplings, refrigerating engineering/installation, control & signalling devices, hydraulics, hull construction, hoisting equipment, testing, measuring & regulating equipment, tools, underwater and port construction services. **Port management** - Port facilities and regulations logistics services, salvage, pilotage & towage winches, dredging equipment, education organisations, banking & finance services, consultancy services, environment/waste processing, insurance services & insurance brokering, law offices, research & development related organisations (associations, foundations, etc)

# Participation Charges and Other Payments Payments;

- 6.1. will be effected as Euro or NTL (New Turkish Lira) which will be specified by NTSR as an average currency as of the of the actual payment date.
- 6.2. If in the case of any failure in any one of the deferred payments which are subjected to this agreement or any imperfect payment at due date will cause all the payments whether due or not to become due and payable.
- 6.3. Stand rental fee is calculated and due for each allocated square meter of stand space. The services included in this fee are as follows:
- Rental of stand space,
- Security of the fair space and general cleaning services ( in stand cleaning is at participant's liability)
- Participant's Office
- First aid facilities
- Providing services in support of sufficient communication
- Providing services for car park facilities,
- Promotion and announcement of fair
- The rental, transport, installment and demount costs of ready stands The smallest available stand area is 20m<sup>2</sup> Smaller stands can be rented only when the stand location plan is finalized. The participants will procure the rugs of the stands by themselves.
- 6.4. The charges which are included in the front page of this general participation conditions and which are required to be paid by the participants are established in the currency of the Euro and some of them also include deferred payments. NTSR will collect these aforementioned payments which are deferred and in the currency of Euro from the participants by fixing them by NTL in consideration of the average currency determined by NTSR together with the acceptance and signage of this participation conditions. However in the case if the difference in the Central Bank Exchange Selling Rate on Banknotes of the Euro between the date that the down payment is made and the agreement is executed with the date that the last deferred payment

will be effected is over 10%, then half of it (1/2) may be collected by NTSR from the participant by means of invoicing this amount to such participant. In the same process and period NTSR may reimburse 1/2 of the difference which will arise in case if any decrease in the Central Bank Exchange Selling Rate on Banknotes of the Euro shall occur to the participant by invoicing such amount to the participant. The purpose of this process is to enable to provide a platform in order to share the risk which may arise from the increase of Euro between the parties mutually and fairly.

#### Application for Fair Stand Areas and Other Areas

- 7.1. The participant shall declare that he/she accepts and agrees with the general participation conditions based on the participation of relevant fair or exhibition by perfectly filling and signing the fair area and stand application agreement form which is prepared by the fair organizer.
- 7.2. It is not possible to make any requests for fair areas other than agreement forms. In specific conditions; the fair organizer shall have the rights to refuse a request for fair attendance, to allocate a fair area which has less square meters than the original request, to make changes in the allocated fair areas, to cancel the allocated stand area, and in this cancellation the participant shall not have any rights for claim.
- shall not have any rights for claim.
  7.3. The information which is required in the agreement form should be perfectly and completely filled out. The fair organizer shall have the right to refuse any product or service which has not been mentioned or referred in the agreement form without being subjected to be under any damage commitment.

#### 8. Cancellations

- 8.1. The fair organizer or the organizers shall have the right to make any changes in the dates of the fair or to cancel the fair without being to be incurred any claim from the participants in the cases which shall occur beyond their controls (force majeure). Not any of the participants can terminate or make any modifications or changes in the agreement unilaterally. For the cancellation requests which are made by the participants the organizer shall have the right to claim indemnification for the cancellation of the participant. This Indemnification fee will be established as follows:
- 8.2. In the cases if the Agreement shall be cancelled on a date which is included in a period that has more than 3 months to the commencement of the fair organization date, then the indemnification fee will be 25% of the stand rental fee.
- 8.3. In the cases if the Agreement shall be

Date, Seal, Signature :

Person in charge

Title

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# General Conditions of Participation

cancelled on a date which is included in a period that has less than three months to the commencement of the fair organization, then the indemnification fee will be 50% of the stand rental fee.

- 8.4. In the cases if the Agreement shall be cancelled on a date which is included in a period which has less than 2 months to the commencement of the fair organization, then the indemnification fee will be 75% of the stand rental fee.
- 8.5. In the cases if the Agreement shall be cancelled on a date which is included in a period that has 2 weeks or less time to the fair date, then the total stand rental fee including the VAT will be requested as indemnification fee.

# 9. Acceptance

- 9.1. NTSR shall reserve the right for nonacceptance of applications.
- 9.2. The PARTICIPANT who has accepted to participate in the fair or exhibition by signing the document of participation conditions can not forgo to participate in the fair or exhibition after this signature and is obliged to fulfill his/her obligations. The participatts who have not fulfilled corporeal obligations or who have violated the participation conditions may be deprived from their participation rights.
- 9.3. If the place that was assigned to the participant is not available due to inadvertent reasons, the participant will have the right to request the return of the rental amount, whereas, will not have the right to claim for compensation.

# 10. Additional Participants and Group Stands

- 10.1. Additional participation fee is 5.000 Euros
- 10.2. Approval for the additional participant, can only be given by NTSR upon written application of the participant at the latest one month earlier than the participation to the trade.
  10.3. Additional participant will be responsible
  12.1.
- Additional participant will be responsible from the same conditions as the main participant.
- 10.4. Additional participant should be obliged to pay the additional participation fee of 5.000 Euros
- 10.5. Main participant is deemed as joint debtor and joint surety for the trade participation fee of the additional participant.
- 10.6. In the case that an additional participant is participated without the consent of NTSR, then NTSR will be entitled to terminate the contract between the main participant without the necessity of any warning or notification, and to discharge the stand though against the benefit of the main participant. Main participant will not have any right to claim for compensation.
- 10.7. Additional participants are the participants that share the same stand with the main participant and represented by their own

Person in charge

# Title

Date, Seal, Signature :

displayed products and their own staff.

- 10.8. The companies which have organic relations, or the group companies of the same holding company and which are known as such companies in the market are also included in the content additional participant.
- 10.9. The additional participants which send the necessary documents to NTSR within the specified period, which have made a request for the said matter, and which have paid all the payments, may be given place in the catalogue with their legal addresses.
- 10.10. Group stands are approved only being in compliance with the trade's general outline.
- 10.11. If a stand is assigned to two or more companies, all the companies, will be solely and together responsible for NTSR to comply with the participation conditions.
- 10.12. The participants which participate with a group stand will take place under the "group name" in the catalogue, and the companies' names and information will not be included separately.
- 10.13. For the cases of the main participant's failure to participate in the trade, will automatically cause the termination of the approval of the additional participant.

# 11. Participant Entrance Cards

- 11.1. 10 free of charge participant entrance cards will be given to each participant. For every additional 20 m<sup>2</sup> of area, 1 extra free of charge participant entrance cards will be given (provided that the total number of cards do not exceed 50)
- 11.2. Free of charge participant entrance cards will be arranged officially only for the participant, it's stand officers and representatives.
- 11.3. In case of improper usage, the cards will be taken back without being replaced by a new one.

# 12. Invitations

- 12.1. Participants can not print invitations without the consent of NTSR. NTSR will not be responsible from the unapproved invitation prints.
- 12.2. 4 invitations will be given to the participants per 1 m<sup>2</sup> of the rented area. Additional invitation requests will be subject to a fee that will be specified by NTSR.

# 13. Catalogue

13.1. Trade catalogue will be printed by NTSR.13.2. NTSR will not be responsible from the incorrect or incomplete publication of the information received from the participants.

# 14. Promotional Activities in the Trade Area

14.1. Visual, audio and mobile advertisement tools and open public events may be approved upon the notification of the participant to the NTSR Management prior to the trade, provided that such events do not disturb the neighbor stands, not being complained about, and do not obstruct the general announcement and publication system in the hall.

14.2. In the event of any breach of these conditions, NTSR will have the right to request urgent remedies and cancellation of such event.

# 15. Trade Insurance Coverage

15.1. NTSR insures the exhibition halls in general. The coverage of this insures includes, natural disaster, fire, leakage and water flood damages. However, this insurance does not cover the display goods of the participants.

# 16. Stand Construction

- 16.1. Participant companies will be responsible from the usage of the rented stands without being damaged. It is prohibited to drive nails in, to drill holes or paint or apply adhesive materials on the chipboard plates and aluminum materials. On the contrary, the damages thereof, as well as all the other damages and losses that may be caused by the participant will be compensated in cash in one single payment upon the first written notification of NTSR. Participant will not be allowed to carry the displayed products out of the trade hall unless the compensation amount is paid.
- 16.2. Participant's will have to receive the approval from NTSR, for the special decoration plans of the stands, at the latest 1 month prior to the establishment date of the trade
- 16.3. In order to provide appropriate and seamless service, transportation of the goods to the stands, temporary or permanent customs clearance for importation purposes and decoration facilities are coordinated by the assignment of the companies due to the recommendation of NTSR. NTSR will not accept any liability of coordination of the companies apart from the recommended ones.
- 16.4. The equipment and materials (chock, etc.) required for the free of charge crane service which will be provided by NTSR before and after the trade will be supplied by the participant. In the case the installed boat is requested to be moved to another place, and such request is approved by NTSR, the said replacement service will be provided by NTSR in consideration of the amount which will be specified by NTSR.
- 16.5. Stands will be delivered to the trade security after the closing time of the fair, and will be received by the stand officers next morning one hour before the opening of the fair. For the cases that the participants do not comply with the provision hereinabove, all damages and harms that may be given to the participant or to any third parties, will be directly under the responsibility of the participant.
- Stands will be decorated in a way not to constitute visual pollution to the adjacent stands. Stand

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height is 4 meters. For the stand decorations exceeding the height of 4 meters (maximum height is 5 meters), the stands can not be installed without getting the approval of NTSR. In case of any breach to this provision, the companies which fail to correct and remedy such infringement will be subject to pay a penalty of 5000 Euros. Whereas, NTSR will alsohave the right to dismantle the stands that have been constructed without getting the approval of NTSR.

16.7. To enter the trade area for the installation of stands, earlier than the date specified by NTSR will be subject to a fee.

#### 17. Technical Services

All technical services (telephone, electricity, water, air, internet..) and services that will be provided within the trade area will be subject to a fee.

- 17.1. 100 Euros of deposit amount will be requested for the telephone line connection to the stands. At the end of the trade, telephone communication amounts will be deducted from this deposit amount the remaining part will be returned.
- 17.2. All the technical connections to the stands are only provided by NTSR
- 17.3. Any damages in the given installation materials will be under the responsibility of the participants
- Participants will be responsible from all damages that may occur by the uncontrolled usage of energy.

# 18. Stand Cleaning

- 18.1. NTSR will organize the cleaning of the Trade site 18.2. Participants will be responsible from the cleaning
- 18.2. Participants will be responsible from the cleaning of their stands everyday prior to the opening of the trade.
- 18.3. Participants will bring their waste baskets in front of the stands every evening
- 18.4. Special stand construction companies will be responsible to carry the wastes come up during the disassembling of the stands, out of the trade area.

#### 19. Security

- 19.1. NTSR will be responsible from the security of the trade site and the halls during the trade hours according to the regulations in force. NTSR can not be held liable from anything apart from this.
- 19.2. NTSR shall comply with the related security provisions of the Communiqué of Turkish Union of Chambers and Commodities Exchange, in accordance with the 5174 numbered law depending on the procedures and fundamentals of trade organizations within the country.
- 19.3. Participants will be responsible from the security of their personal goods.
- 19.4. NTSR will not be held responsible from supervising the displays and the stand equipments.
- NTSR will not be held responsible from any kind of damage or loss.
- 19.6. NTSR's liability of security will not include any tangible damages or personal injuries.

### Person in charge

Title : Date, Seal, Signature :

# 20. Authority at the Trade Site

- 20.1. From the entrance to the exit NTSR is fully authorized throughout the trade site.
- 20.2. Right to give instruction is reserved 20.3. Entrance and departure of the boats to the trade
- site will be performed only with respect to the program deemed as appropriate by NTSR.
- 20.4. If a specific agreement has not been made with the transporters for the boats to be carried to the trade hall, all the boats exceeding either the length of 10 meters or weight of 9 tons, shall be make available at the trade hall 5 days before the establishment date of the trade.
- 20.5. Animals are not allowed to enter the trade hall.
- 20.6. NTSR has the right to record the stands, activities, schemas and product layouts of the participants, via taking pictures, or by camera or by drawing, and has also the right to utilize these, for advertisement purposes and for the press bulletins.
- 20.7. Same conditions are also valid for the photographs that are going to be taken with the permission of NTSR.

### 21. Other Conditions

- 21.1. The fair organizer or the organizers shall be entitled to act without having a court decision and without having any document that these persons are forbidden not to allow the persons to enter into the fair area and exhibit their available products or to cause such persons to close their stands who do no abide by the fair general participation conditions and who create disturbance and unrest in fair and make additions to their rental stand areas or who bring and exhibit undesirable and non-allowed products and materials into the fair area and the fair organizer or the organizers shall not be held in any liability or obligation for any claim arising from such action.
- 21.2. The participants can not make any third parties (or companies, products, services, titles and brands of other companies) to use the stands as a whole or partially which are allocated in their names in consideration of money or free of charge without the prior consent of NTSR.
- 21.3. The participants shall entirely be held responsible from their actions in case if they shall violate any of the intellectual property rights or copy rights of the third parties regardless from whether such third parties are participated in the fair or not due to the usage of the brands, products, services in the stand areas which are allocated to them or in any part and space of the fair.
- 21.4. The promotion and advertisement of the products or companies can not be made in the stand unless they are not included in the information forms.
- 22.1. On one side the participant company which accepts and signs this participation conditions, on the other side NTSR Fair and Exhibition Services

Ltd. Co. (hereinafter the "Parties") shall exactly acknowledge and accept all of the written conditions.

- 22.2. All of the verbal agreements, individual consents and special adjustments should be confirmed in written form by NTSR.
- 22.3. All the objections by the participants should be made latest within one month following the month of which the fair has been held.
- 22.4. NTSR shall reserve its rights whether organizing a drawing for the visitors or not.
- 22.5. The Turkish text shall be binding.
- 22.6. The participant shall acknowledge and declare that the accounts, computer records of NTSR will be valid, binding and conclusive evidence in the disputes that will arise from this agreement and shall waiver in advance from any rights of objections and plea and defense and in case of any court action shall also waiver from proposing on oath on the subject related with the acceptable book account keeping of NTSR. The corporate records and commercial books of NTSR shall exclusively constitute evidence in accordance with 287<sup>th</sup> article of Code of Civil Procedure, and can not be substituted with any other evidence.
- 22.7. Beykoz Courts and Execution Offices shall be authorized in any and all disputes which will arise from this agreement.