

# Application for Participation in WIN EURASIA Metalworking 2017

International Trade Fairs for the Manufacturing Industry Metalworking Eurasia & Surface Treatment Eurasia & Welding Eurasia



## 09-12 February 2017 Tüyap Center - Büyükçekmece - İstanbul

**Instructions:** Fill in this form: (a) using Adobe® Reader®, print & sign or (b) print, complete by hand & sign. Fax back to +90 212 230 04 80 or email <a href="mailto:hamit.ozaras@hf-turkey.com">hamit.ozaras@hf-turkey.com</a> Registration and acceptance of the conditions for participation
We herewith register for WIN EURASIA Metalworking. We acknowledge and accept all of the attached Specific Conditions of Participation (Appendix A1 - A7) in WIN EURASIA Metalworking as well as the General Conditions for Participation in Events organized by Hannover Fairs Turkey Fuarcılık A.S. at the Tüyap Center - Büyükcekmece - Istanbul.. I would like to apply for following show: ○ Surface Treatment EURASIA ○ Welding EURASIA Metalworking EURASIA Metal Surface Welding Working Treatme<u>nt</u> FURASIA **Exhibitor Details** Company Name First Name Job Title Surname Street Address / P.O. Box Postal Code City Country Company E-mail Website Country of Head Office Phone Fax Contact Phone Contact Person for Exhibition Matter Contact E-mail CO-EXHIBITOR REGISTRATION: Each co-exhibitor is subject to 250 Euro participation fee. (please photocopy this form if you apply for more than one co-exhibitor) Co-Exhibitor Company Name Street Address / P.O. Box Phone Fax Postal Code Country Contact Person Title Company E-mail Website Street Address / P.O. Box Co-Exhibitor Company Name Postal Code Phone Fax Country Contact Person Title Company E-mail Website **Hannover Fairs Turkey Exhibitor Company** Date Signature & Stamp **Trade Fair Contact** Signature & Stamp

Contact:

Hannover Fairs Turkey Fuarcılık A.Ş.

Büyükdere Cad. Şarlı İş Merkezi, No:103 B Blok Kat:5-6 34394, Mecidiyeköy / İstanbul - TÜRKİYE

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Company Name									
Stand space application (	(please choose only one opt	tion)							
Option1 Raw space only (min. 1 without stand constru	12.sqm)		Width (m)	х	Depth (m)	Sqm	Unit Price*	Subtotal	
Option 2 Space + modular stand (including fascia board		X							
Option 3 Space + modular stand		X							
Option 4 Themed Pavilion	. sqm)		x						
Space + modular stand	sqm)	,			Units (1 unit=4sq	m)			
Themed Pavilion nan	ne: [ (Country, Safe@Work, Part:	s2Clean, International etc.)							
					Registrati	on fee (obligatory	for all participants)		
Desk Demonstration	(offer only for first-time exhibitors, only	y valid for option 4; limited availab	oility) Number	of Co	o-exhibitors				
							Sub TOTAL		
Comico poekogos pricos op	tion 1, 2, 3 and 4 (Themed Pa	uilian) includa	* Please no	te tha	it VAT will be ad	ded to this rate.	VAT		
Please see General Terms a	and Conditions §2.2 / Service I rves the right to alter the size	Packages.					TOTAL		
MODE OF PAYMENT					SEND COMP	LETED CONTR	ACT TO:		
	11 11		0680 0009 0992 51		No: 103 B Blo Mecidiyeköy Tel: +90 212 Fax: +90 212		4 key		
Installment Payment		Date	Amount		Pa	ayment Mode (Cı	redit card or bank t	ransfer)	
	f total participation fee + ays after stand confirmation)								
(31 December 2016)									
Invoicing Address: (Pleas Company Name	e fill if it is different from fi	rst page)							
Company Nume									
Street / P. O. Box									
Postal Code	City		Country						
Tel		Fax	Fax			Website			
E-mail of Account Departm	ent	Contact Person for Payment			Title				
Tax No.									
Exhibitor Compa	ny	Data					Hannover Fairs T	urkey	
Signature & Star		Date	Trade	e Fair	Contact		Signature & Sta	•	

Page 3 of 7	WIN EURAS	IA Metalw	orking 09-12 Fel	bruary 2017				Application F	or Participation -
Company Name									
TYPE OF COMPAN	Y (Please check	c appropriat	te box)						
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Other (Please	o specify)								
Other (Fleas	e specify)								
Please tick the box	vas that hast de	scribe vou	company's produ	ctc					
WIN EURASIA M		·	company s produ	C13.					
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	er Prisma Jet Wate	er. Jet-Trimm	ing-Grinder)						
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Rotary Shear							ce Welding Eq		
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Joining and Faste		ЭУ				Welding			
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	and Accessorie	s			Н			scaling, Deburring	,
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Work Place/ E	Body Protection /	Occupation	al Safety and Health			Grinding			
Environment	al Technology, R	ecycling				Polishing			
Industrial Cle	aning and Hygie	nic				Brushing			
<b>Handling Techno</b>	ology				Sur	face Treat	ment, Chemic	:al	
Feeding and	Discharging					Stripping	, Electrolytical	Polishing	
Handling/ Pa	ckaging/ Tool Ha	ındling				Corroding	g		
Storage						Pickling			
Repair and Machi	ine Shop Eauin	ment				Coating			
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	on Equipment	110				Coating.	Galvanishing		
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**Application Deadline: 16 December 2016** 

## WIN EURASIA Metalworking 09-12 February 2017 - Important Buyers Invitation



Page 4 of	· 7	Please fax ba	ck to: +90 2	212 230 04 80			EURASIA				
	ny Name										
Exhibits	Category										
1. Plea	se tick the	areas and indust	ries of your k	ey target buyers							
Area:		Istanbul Izmit Bursa Konya Eskisehir Izmir									
	Black Sea South East Anatolia Central Anatolia Others										
Industry:  Automotive Pharmaceuticals, Chemical and Process Industries Electrical and Electronics Diverse Manufacturing Plastic and Rubber Industries Ports and Airports Defence  Ports and Airports Defence  Please fill in details of the Important buyers you would like us to invite											
No.	Industr	ry Company Name Contact Name Job Title Telephone Email									
1											
2											
3											
4											
5											
6											
3. Please fill in your contact information											
Contact Person - First Name Contact Person - Last Name Job Title											
Mobile Telephone No. Telephone No. Fax No. Email											
4. Othe	r Suggesti	ons:									

**Application Deadline: 16 December 2016** 

#### A. **General Terms and Conditions**

Clause 1: Hannover Fairs Turkey Fuarclik A.Ş. (referred to as "Organizer"), on the one hand, and the Exhibitor (referred to as the "Exhibitor") whose full name/ title and address are stated in section "Exhibitor" of this agreement, on the other hand, have reached agreement on the terms and conditions defined in this Contract (referred to as the "Contract") which govern the Exhibitor's participation in the WIN EURASIA Metalworking Fair to be held from 09-12 February 2017. The Exhibitor who has signed the first 2 pages of this Contract agrees to all terms and conditions laid down below.

Clause 2: The person/s executing this Contract warrant/s to be authorised to represent and bind the company and to execute this Contract on behalf of the Exhibitor. If the power to sign of these persons is challenged, the Exhibitor and/or the signing persons shall be held liable for all the consequences. If the Contract is executed by persons without authorisation to represent the Exhibitor and incur debt on its behalf all loss and damages suffered by the Organizer shall be indemnified by the unauthorised person/s executing the Contract, and - as the situation may require, and to the extent permissible by law- by the Exhibitor.

If the Exhibitor is represented by at least two signatories and if at least one authorised signatory has signedthe Contract the following applies: if, for this reason, the Exhibitor claims at any time that the Contract is invalid then the signatory (or signatories) shall be considered mala fide and shall indemnify the Organizer for all losses suffered. However, such a situation does not abolish the responsibility of the Exhibitor. In sucha situation, the burden of proof lies with the Exhibitor and/or the signatory/signatories. In addition to that the Organizer shall send an email to the email address communicated by the Exhibitor to the Organizer and inform the Exhibitor about its application to participate in the fair on the basis of this Contract. When this email reaches the Exhibitor, it can no longer claim that the Contract was executed by unauthorised persons and/or that the Contract is not binding. Contract is not binding.

Clause 3: The Exhibitor declares and undertakes to comply with all terms and conditions of agreements the Exhibitor has already executed or will in future execute with third persons and organisations of the Organizer with respect to the contractual fair.

Clause 4: The Organizer and its authorised contractors have full authority on the fairground as of the moment the fairground is entered until the moment it is left. The Organizer reserves the right to issue all sorts of instructions on the fairground and in the area of its organisation for the purpose of professionalism and [mutual] benefits, as well as the right to change, annul and renew such instructions with respect to their administrative aspect, as well as the right to change, annul and renew such instructions with respect to their administrative aspect, in particular when obliged to do so by law.

**Clause 5:** The Organizer shall issue the Exhibitor a free entrance ticket to the Fair. It is strictly prohibited to sell these special-issued tickets.

Clause 6: In its own (exhibition) area, the Exhibitor is liable for all direct and indirect harm or damage to third persons, own personnel and exhibited products. The Exhibitor is exclusively liable for theft, damage and loss suffered during the fair and affecting the Exhibitor's exhibited products, personal goods and valuables. To cover these risks, the Exhibitor has to take out insurance for its personnel and its products exhibited at the fair. The Organizer has to comply with the provisions on security in the legislation governing the organisation of fairs. During fair hours, the Organizer is responsible for the security on the fairground and in the halls. The Organizer does not have any other responsibility beyond this. The Exhibitors are responsible for the products they exhibit at their stands, the stand equipment and any private belongings. The Organizer also cannot be held liable for any loss or damages that may occur in the car park on the fairground.

Clause 7: Audio-visual presentations on the fairground and at the stands must not cause congestion in the fair Clause 7: Audio-visual presentations on the fairground and at the stands must not cause congestion in the fair corridors or at neighbouring stands. Otherwise, agents of the Organizer have the right to intervene in the presentations and stop them, if necessary. Details of planned audio-visual presentations must be communicated to the Organizer in writing. Visual presentations must not exceed the confines of the stand area. Otherwise agents of the Organizer have the right to intervene. If the noise level at a distance of 1 meter beyond the stand limit exceeds 85 dB agents of the Organizer shall first admonish the Exhibitor and request a noise reduction to below 85 dB. If the Exhibitor fails to comply, the Organizer's agents have the right to intervene and to cut the power supply to the Exhibitor's stand either temporarily or permanently. The Organizer cannot be held liable for damages suffered as a consequence of power cuts to the fairground and/or the stand area. In areas for which the Organizer is responsible, this respective article is not applicable.

Clause 8: On the fairground, minors under the age of 18 must be accompanied by their legal guardians. During assembly and disassembly of the fair, minors are not allowed on the fairground irrespective of whether or not they are accompanied by their legal guardians. It is prohibited to bring animals onto the fairground unless specially permitted by the Organizer.

**Clause 9:** The Organizer is the sole owner of all audio and visual broadcasting rights (radio, TV, etc.) on the fairground, in open and closed locations. Broadcasting is subject to permission Broadcasting media are not allowed inside the fairground without permission.

Clause 10: The Exhibitor confirms to have licences for all products, software programmes, etc. exhibited at the transfer of the exhibitor of the consequences for an products, software programmes, etc. exhibited at its stand which are subject to intellectual property or patent rights, to be the copyright owner or to have the user rights. If an exhibitor violates the intellectual property or patent rights of third persons, the Exhibitor is solely liable for all the consequences. Should the Organizer suffer any losses as a result of such a violation, the Exhibitor is obliged to pay damages in the amount communicated to the Exhibitor in writing. Neither this Contract nor participation in the fair gives the Exhibitor the right to claim any intellectual property rights of the Organizer or other third parties.

Clause 11: The Exhibitor accepts and warrants that its materials and exhibited products neither violate the legislation on the environment and human health nor administrative regulations. The Exhibitor warrants to comply with all legislation and administrative regulations, while participating in the fair on the basis of this Contract. In this context, the Exhibitor is responsible and liable for obtaining all legally required permits and the TAPDK permits for the promotion, tasting and serving of alcoholic beverages. Any penalty penalties payable by the Organizer and/or the owner of the fairground due to the Exhibitor's failure to comply with the aforementioned provision, shall be reclaimed from the Exhibitor.

Clause 12: In accordance with law No 5727 - "Prevention of the harm caused by tobacco products"- the consumption of tobacco and tobacco products is prohibited on the fairground. If the Exhibitor allows its employees or visitors to consume tobacco products at the stand assigned to the Exhibitor, the Exhibitor is directly liable for all legal sanctions. Any penalty/penalties payable by the Organizer or the fairground owner due to the Exhibitor's failure to comply with the prohibition and/or for not preventing smoking at its own stand, shall be reclaimed from the Exhibitor.

Clause 13: If the Exhibitor plans to organise a lottery it must at first obtain the written approval of the Organizer. If the Organizer approves, the Exhibitor then has to obtain all legally required permits from the National Lottery Administration and other relevant organisations. Once the Exhibitor has obtained all permits, the lottery can be held. The Organizer reserves the right to permit the organisation of lotteries for

Clause 14: The Exhibitor must ensure that at least one employee is present at the stand who is able to inform visitors to the stand about technical and sales issues. Such a person must be present from one hour before fair opening until the fair closing hour.

Clause 15: During fair opening hours no goods must be brought onto the fairground or removed from it. During the fair it is prohibited to exhibit products with price labels, to carry out retail sales or to deliver products at the stand. This does not apply to subscription sales for business sector publications. Failure to comply may result in stand closure by the Organizer. If a stand is closed, the Exhibitor cannot claim any payment, expenses, loss or damages. At the same time, all costs associated with stand closure are borne by the Exhibitor. Brochures must only be distributed within the stand area.

**Clause 16:** Exhibitors exhibit their products and services in the area assigned to them. No products or promotional materials must be placed / protrude outside this area. Unless permitted, promotional activities are not allowed outside the own stand area. Only products of one's own company and those approved by the Organizer may be exhibited at the stands.

Clause 17: During the fair, food, drink, cocktail receptions and other entertainment services organised for Exhibitors, visitors or personnel must be procured from the fair's official catering provider. The Organizer is free in its decision to grant or refuse requests for externally provided services.

Clause 18: The Exhibitor is not allowed to rent out its entire rented area or a part of it to third persons and/or let third persons use it, unless agreed otherwise in this Contract. Sharing of the stand area by more then one company and/or use of a stand as Sub-Exhibitor of a main exhibitor and/or inclusion as Co-Exhibitor or supplementary Exhibitor are subject to approval by the Organizer. The request to share a stand area with another company must be stated in the application form and requires written permission by the Organizer. by the Organizer.

Participation in the fair as co-exhibitor or supplementary Exhibitor is subject to a fee. Co-Exhibitor are subject to the terms and conditions of this Contract. The main Exhibitor is obliged to inform its co-Exhibitors and/or supplementary Exhibitors about this issue and about any additional aspects. If a large group of companies desires to rent a stand as joint main Exhibitor they must authorise a joint representative in their application. For every activity, the exhibits of very single Exhibitor must be displayed, and personnel must be employed for the stand. The joint main Exhibitors are jointly and severally liable for the participation fee and the fees for all sorts of services.

**Clause 19:** In return for its participation in the fair, the Exhibitor shall pay the total amount stated in this Contract as Fair Participation Fee to the Organizer. The fair participation fee is calculated on a square meter basis; the unit is 1m2. The various options and the stand area chosen by the Exhibitor are defined in the Terms of Payment appendix.

**Clause 20**: Use of the upper storey of the stand is subject to payment of the "upper storey usage fees the approval of the Organizer. The squar The Exhibitor declares and undertakes to pay the upper storey usage fee stated in the Terms of Payment if the upper storey is used. Prices do not include VAT.

Clause 21: The following services as well as services not specifically stated in this Contract are not included in the participation fee. These services shall be provided by the Organizer upon request by the Exhibitor and against fee.

- Telephone, internet, telefax services
- I elephone, Internet, telefax services
   Three-phase / single-phase power supply, pressurised air, water
   Special stand materials and supplementary materials
   Transport and storage services
   Advertising space and sponsorships
   Accommodation and service

**Clause 22:** Payments denominated in foreign currencies shall be collected by the Organizer in Turkish Liras; the foreign currency buying rate of the Turkish Central Bank on due day shall apply.

Payment of the participation fee may be effected by cheque, bank transfer or with credit card against

Clause 23: For the Exhibitor to be allowed to participate in the fair, the participation fee (incl. VAT) must have been paid or acceptable payment documents must have been submitted to the Organizer by the date defined in the Contract and in accordance with the payment plan stated in the Contract. In case of delays regarding the payment plan and/or the submission of payment documents related to the payment plan, the Organizer has the right to refuse the Exhibitor's participation in the fair, not to supply power or any other services, and in addition to or independently of the aforementioned measures to unilaterally terminate or suspend the Contract without prior warning and with all rights to receivables and other claims under the Contract reserved.

Clause 24: In case of delays in the payment of the fair participation fee and/or fees for other services procured from the Organizer, a default interest of 3% per month shall be applied without this requiring prior notice. If payment in instalments has been agreed, and if one instalment is not paid on time, the entire participation fee falls due. In case of delayed payment, the Organizer, at its own discretion, can either collect the due fee without terminating the Contract for cause or by terminating it for cause and claiming the termination related contractual penalty.

Clause 25: Within 15 days after signing of the Contract, the Exhibitor has the right to unilaterally withdraw from the Contract. Thereafter, the Exhibitor can only withdraw with the written approval of the Organizer, unless the exceptions defined in this Contract apply. After the deadline of 30 September 2016 has passed, the Exhibitor can no longer refer to its 15-day unilateral termination right.

If the Exhibitor wishes to withdraw from the Contract after its 15-day unilateral termination right has expired, the following applies: If the Organizer is notified about such a decision in writing by 01 December 2016, the Contract shall be terminated and the Exhibitor has to pay to the Organizer 50% of its due fee as contractual penalty.

If, after the deadline of 01 December 2016 has passed, the Exhibitor decides to withdraw or does not participate or unilaterally terminates the Contract for whichever reason, the entire due fee becomes payable as contractual penalty.

The customer is not authorised to [unilaterally] apply a rebate on the fair participation fee or deduct part of

All services shall be provided as per the resources and capacities available.

Clause 26: The Contract comes into force the day it is executed by the parties to the Contract and at the latest on the day of the last signature. With respect to both parties, the Contract shall remain in force until all obligations have been fully complied with. The Contract ends on the day all obligations have been completely complied with. The parties have agreed that the Organizer has the right to terminate the Contract for cause with a written unilateral statement serving as notification if the events defined below occur. If the Organizer terminates the Contract for cause it has the right to claim the entire Contract fee as contractual penalty. The Organizer reserves the right to also claim compensation for loss and damages suffered as a result of a Contract termination for cause. If the Organizer takes the matter of termination for cause to court or if the Organizer suffers losses as a result of the Exhibitor's failure to comply with its current or future contractual obligations either fully or partially or on time, then the Exhibitor shall be held liable for these losses as well as for the court and enforcement expenses and lawyers' fees. If the Organizer does not use these rights, this must not be construed as a waiver of these rights or as a waiver of its right to claim the fair participation fee or the contractual penalty or other contractual rights, nor must it be construed as approval of the Exhibitor's conduct. approval of the Exhibitor's conduct.

- If the Exhibitor violates its obligation to pay the fair participation fee or the fees for other
- ordered services. If the Organizer suffers a loss due to the Exhibitor's fault, or if the Exhibitor for whichever

reason causes a loss to third parties while implementing this Contract.

If the Exhibitor is declared bankrupt, if suspension of bankruptcy is requested or granted, if the Exhibitor defaults or files for bankruptcy protection.

In addition to the violation of defined special assurances, if the Exhibitor violates the Contract fully or partially for other reasons, if the Exhibitor fails to comply with its obligation and assurances, and if the violation does not end within 7 days of a writing warning. obligations

**Clause 27:** The payment dates defined in the Contract are binding. If the Exhibitor fails to comply it is considered in default and there is no need for a separate notification.

**Clause 28:** If Exhibitors fail to pay their dues in full and/or if they withdraw their participation the Organiser is free to use their stand area at its own discretion.

Clause 29: If Organizer-provided services are requested after the defined deadline or if the forms in the "Online Information System" are not fully completed or sent or if no approval has been obtained, the Organizer is under no obligation to comply with the requests and does not warrant compliance. The forms in the "Online Information System" provided by the Organizer must be fully completed by the Exhibitor, approved and then sent to the Organizer within the defined period of time. The Organizer cannot be held responsible for any problems as a result of incomplete or late submission of forms or failure to submit them. If requests for services ordered after the deadline are complied with, a 50% surcharge may be applied to the regular service fee. Services provided on the fairground are considered delivered in full and correctly unless a written complaint is made within the timeframe of the fair organisation dates. The Exhibitor must pay its service bills. service bills.

If Exhibitors fail to send information by the deadline announced for the entry of information in the fair catalogue, the communication data in the Contract shall be printed in the fair catalogue.

Organiser-provided services must be paid before the fair is held, otherwise the requested services shall not

Clause 30: The Organiser has the right to refuse a Exhibitor for the greater good of the fair even if the Exhibitor has signed this Contract and complied with its terms and conditions. In such a case, the Exhibitor shall be refunded in full. The Exhibitor accepts and warrants not to claim any rights or compensation from the Organiser should it be refused to participate in the fair on the basis of this provision and despite executing the Contract.

Clause 31: The Organiser has not given any fair-related assurances to the Exhibitor, neither directly nor indirectly, regarding other Exhibitors, visitor numbers, the establishment of business connections at the fair, or with respect to sales or profits. In the context of this Contract, the Exhibitor cannot make any claims against the Organiser, however defined, regarding losses as a result of its participation, such as profit losses, consequential or indirect losses.

Clause 32: The Exhibitor is solely responsible for the payment of all kinds of taxes, duties, fees, funds Clause 3.2: The Exhibitor is onely responsible for the payment of all kinds of taxes, duties, rees, funds, contributions and other financial obligations that are or will become due in connection with the usage in whichever way of all sorts of advertising materials, nameplates, posters, writings, pictures, catalogues, brochures, etc. on the fairground or at the stand owned by the Organiser. The Exhibitor accepts and warrants that it is liable for all financial, civil and criminal charges brought against the Organiser because of the Exhibitor's failure to comply with the terms and conditions of this Contract and with its financial obligations, and further accepts and warrants to compensate the Organiser for any losses it may suffer as a result of it. result of it.

Clause 33: The Organizer has the right to take recordings of the stands, events, plans and product exhibitions of the Exhibitor with the aid of still or video cameras or drawings, and to use the recordings for advertising purposes and press releases, without the Exhibitor having any right to object to it. The same conditions apply to photographs taken with the approval of the Organiser.

Clause 34: The Exhibitor declares and accepts in advance the Organiser's right to change the fair location, the date and name of the event, the general placement project / plan or to change and close entrances and exits to the exhibition halls and the exhibition area. The Organiser further has the right to change the location of the Exhibitor on the fairground, its stand area, the size of its stand and other aspects be it because of demands by public authorities, requests by the business sector, due to the economic situation, for reasons of organisational conditions or the general success of the fair or at its own discretion, provided the Exhibitor is informed about such changes in advance. The Organiser has the right to change the general layout of the fairground or the location of the Exhibitor on the fairground however it considers necessary. Such changes are no cause for termination by the Exhibitor, and cannot be put forward as reason for non-payment of the fair participation fee or for a fee reduction. The Exhibitor has executed this Contract fully aware of the fact that changes to the fair location are possible and the Exhibitor has accepted that it has no right to object to such changes.

Clause 35: The Organizer has the right to refuse the Exhibitor for reasons of non-compliance with fair standards or the Exhibitor profile defined by the Organiser, or because of civil or administrative legal procedures involving the Exhibitor, or for similar other reasons, even if the Exhibitor has executed this Contract and complied with its terms and conditions. If the Organiser uses this right, the Exhibitor shall be refunded in full. The Exhibitor accepts and warrants not to claim compensation for any loss or damages, etc. however defined, from the Organiser should it be refused to participate in the fair on the basis of the provisions of this article and despite executing the Contract.

Clause 36: The parties have agreed to consider the following events as force majeure or rightful cause preventing the organisation of the fair or the participation of the Exhibitor in the fair: earthquake, fire, war, state of emergency, problems caused by the fair owner or its operator, decisions or procedures of public authorities or authorised bodies that prevent or delay its organisation either directly or indirectly. If an event of force majeure occurs the affected party shall inform the other party in writing within 5 (five) working days of its occurrence. If the affected party fails to comply, it is considered not affected by the event, and its right to terminate the Contract because of the event of force majeure ends. The Organiser and - under the conditions in this article - the Exhibitor have the right, within 30 days after the event of force majeure has occurred, to change the location and time/date of the fair. The Exhibitor agrees in advance to comply with such changes. The right of the Exhibitor to terminate the Contract because of an event of force majeure is subject to the condition that the Organiser does not use its right to change the location and date of the fair within the period of time defined in this article. The Exhibitor has executed this Contract fully aware of the fact that changes to the fair location and date are possible and the Exhibitor has accepted that it has no right to object to such changes.

Clause 37: Without prior written consent of the Organiser, the Exhibitor is not allowed to fully or partially cede or transfer its obligations, rights and receivables under this Contract to third parties. The Exhibitor is not permitted to transfer its assigned stand area to third parties or to rent it to third parties or allow third parties to use it. Such [unauthorised] transfers or cessions are not binding on the Organiser. The Organiser has the right to fully or partially transfer this Contract together with its contractual rights and obligation to enterprises, firms and companies in which it has a capital holding, and to third persons.

**Clause 38:** Amendments to provisions of this Contract and its appendices, if any, require an additional written agreement. This Contract constitutes the entire agreement between the Organiser and the Exhibitor and supersedes all prior written and oral agreements, representations and negotiations between the parties with respect to this subject.

Clause 39: The appendices are integral parts of the Contract.

Clause 40: If a contractual right has not been used on time, this does not constitute a waiver of this right.

Clause 41: All notifications sent to the addresses, phone, fax numbers or email addresses stated in this Contract are considered notifications served to the Exhibitor. The parties represent and warrant that the addresses stated in this Contract are their notification addresses. Unless they inform the other party in writing about address changes, notifications to the addresses stated in this Contract shall be considered served in compliance with the provisions of the Notification Act and other relevant legislation.

Clause 42: This Contract and disputes arising from this Contract are subject to Turkish law. The parties recognise the exclusive jurisdiction of the courts and enforcement agencies of Istanbul (Çağlayan).

Clause 43: In case of disputes, all official and non-official records, documents and computer data of the Organiser shall be considered solid evidence with respect to the solution of the dispute.

**Clause 44:** The Exhibitor is responsible for the payment of all kinds of duties, funds contributions and other financial obligations payable now or in future and due to this Contract and its appendices. The Organiser shall pay the stamp duty and bill half of it to the Exhibitor.

Clause 45: KOSGEB (State Agency for the Development and Support of Small and Medium-Sized Enterprises) supports Turkish manufacturing SME that participate in the fair. For details please visit the following website: www.kosgeb.gov.tr.

**Clause 46:** The Exhibitor declares to have had enough time to examine this Contract prior to signing it, that it is informed about the Contract terms and conditions, that it has agreed to the conditions after negotiations with the Organiser, that it desires to participate in the fair of its own free will, and that it accepts all the conditions laid down here in writing without reservations.

#### **B. Technical Conditions**

Clause 1: The smallest rental area has a size of 12 square meter. Smaller places may become available after the fair layout pan has been finalised and appropriate places have been identified.

Clause 2: The Exhibitor is responsible for the stand construction, the internal decoration and the exhibition of products; all associated expenses are borne by the Exhibitor. As the responsible for the stand's entire arrangement, the Exhibitor can commission a supplier of its choice with the internal decoration work. The Exhibitor is obliged to inform its suppliers about all relevant terms and conditions stated in the Contract. The Exhibitor is also obliged to communicate the names and phone numbers of the suppliers and of the authorised persons of the supplier to the Organiser. Upon request of the Exhibitor, the Organiser shall recommend a decorating company.

Clause 3: The standard construction fee includes side and backside panels, carpet, fascia name board, 1 triple socket, and one spotlight for every 3 sqm.

**Clause 4:** Exhibitors that build their own stands can enter the fairground on Monday, 06/02/2017, as of 06:00 p. m, those that commission the Organiser with the construction can enter the fairground on Wednesday, 08/02/2017, as of 03:00 p.m. These dates are subject to change. The Exhibitor is obliged to get information regarding mentioned dates from the Organiser one month prior to the Fair.

Clause 5: Stand construction work must be completed by 08/02/2017 at 08:00 p.m. The Organiser has the right to intervene or order work stoppage of companies that fail to comply with the deadline. Exhibitors that fail to complete their stand construction by the deadline, have to pay a fine of TL 2.000 per sqm + VAT. After carpets have been laid in the corridors, transport vehicles such as transpaletts, forklifts, handcarts, etc. that may damage the carpet, must no longer be used.

Clause 6: The construction materials used for stand building (and transported there from 06/02/2017 at 06:00 p.m to 08/02/2017 at 08:00 p.m.) must be of semi-finished quality (cut to the right dimensions and painted) and ready for assembly. The fairground must not be used as workshop; the use of compressors and paint is prohibited.

**Clause 7:** If an organisation authorised by the Organiser is put in charge of occupational health and safety at the fair, the Exhibitor accepts and warrants to comply with all requests of that organisation that fall under the scope of the terms and conditions of the Contract, and to comply with its advice.

Clause 8: The Exhibitor must submit its stand layout and decoration plans, and its static projects to the Organiser for approval. The projects must conform to standards, their dimensions must harmonise with the exhibition arrangement and the fair's general outlook. The deadline for submission is 13/01/2017. The stand projects must be submitted to scale and in 3 dimensions. The Organiser is free in its decision to approve or not projects must be submitted to scale and in 3 dimensions. The Organiser is free in its decision to approve or not approve the projects. Exhibitors whose projects are not approved will not be allowed to bring materials for stand construction onto the fairground. The Organiser has the right to intervene in not-approved projects, to halt construction and to dismantle them. Exhibitors are obliged to contact their stand neighbours in order to prevent any stand or construction-related disputes. The Organiser cannot be held responsible for incompatibilities due to different stand heights if the construction / building standards are adhered to. In these cases, the Exhibitor with the higher stand has to cover the part jutting out over the neighbour's stand with clean covering material.

**Clause 9:** The approval of the stand and its decoration projects serve the purpose of ensuring the fair's aesthetic unity, while the Exhibitor is itself responsible for checking their statics, mechanics, etc. Approval of projects by the Organiser does not affect the Exhibitor's responsibility to comply with occupational health and safety rules and regulations.

**Clause 10:** The difference caused by a transition from general to special stand use that is not reported in writing by the deadline of one month before the fair opening date, shall not be refunded to the Exhibitor.

Clause 11: Connections of the stands to the main air, water and power supplies must only be established at the points indicated by the Organiser's technical team. Exhibitors are not permitted to use other supply lines or to use air, water and power supply lines without the knowledge of the technical team. After completion, the air, water and power installations in the stand area must be shown to the Organiser's technical team for their approval. Air, water and power installations that do not conform to work safety and other legal regulations shall not be connected to the mains, and no devices or machinery must be connected to them.

Clause 12: Stands must not occupy corridor space; no part of the stand must stick out into the corridor. In case of violation, the Organiser has the right to demand a return to the old state or adjustment and removal of the part that is sticking out. The costs for this work are borne by the Exhibitor as the situation constitutes a violation of rules. The Exhibitor agrees in advance to cover such costs.

Clause 13: The Exhibitor has to communicate to the Organiser the names and phone numbers of the architecture firm and the sound systems company employed for stand construction, as well as of their authorised personnel. This information must be provided at the project approval stage at the latest. It is forbidden to cause damage to the fairground, to drill holes in the floor or walls, to hammer nails into the stand panels, to carry out procedures that cause damage, such as drilling, to weld anything to the halls' columns, to soil the halls' walls, to use any other tape material than double-sided tape, to paint or to cause any damage to the floor. For damages inside the stand area or on the fairground, the Exhibitor has to pay the price established by the Organiser in writing and on the basis of a protocol, without this requiring a separate inspection, a warning or positification. warning or notification.

Clause 14: Upon approval, two and more storeyed stand projects may be realised. Visuals of detailed to scale stands are to be submitted to the following email address for approval: <a href="mailto:projeehf-turkey.com">projeehf-turkey.com</a>. With respect to two and more storeyed stand designs and constructions the following applies:

Exhibitors that implement special stand designs are liable for all damages caused as a result of the

- stand design and construction.
- $\cdot \text{Two and more storeyed stands must not be constructed using modular Aluminium systems or wood (e.g. Octanorm, Mero, MaOrganizatörima and Alüminyum Modüler Sistem, etc.)}$
- · The static reports of two and more storeyed stands must be ready for submission to the Organiser upon request. The stands must be steel constructions.
- · If two and more storeyed stand designs and constructions are approved, the Exhibitor must take out a third person liability insurance and submit it to the Organiser. If the insurance is not taken out, the Organiser has the right to halt the stand's construction work.

Clause 15: The stands are ingrite or interestands Constitution Work.

Clause 15: The stands are emptied out from 12/02/2017 at 06:00 p.m. until 13/02/2017 at 12:00 p.m. If the fairground is not vacated within this timeframe, the Exhibitor's materials shall be removed from the grounds by the Organiser or persons commissioned by the Organiser without this requiring any prior warning to the Exhibitor. The Organiser is not obliged to protect or safeguard the Exhibitor's materials that are removed from the fairground. The Exhibitor be streamed by the Organiser in connection with the Exhibitor's failure to remove its stand by the deadline, or the removal of the stand and of materials.

Clause 16: The Exhibitor has to inform the Organiser about its electrical power consumption (in kW) during the fair. The data is communicated to the Organiser via the "Online Information System". Half-an-hour after official closing hours the power to the stands is cut off. Exhibitors that want to carry out work after that must obtain permission from the Organiser. The Organiser cannot be held liable for damages suffered as a result of power cuts. On the last day of the fair, all electrical power is cut off half-an-hour after closure for security reasons. The price the Exhibitor has to pay per kW of electricity is € 25 + VAT. This price includes the allocation of electrical cables to the stand and the energy consumption. The Exhibitor is solely liable for all damages suffered as a result of uncontrolled energy consumption.

Clause 17: It is strictly prohibited to bring inflammable or explosive materials to the fairground and use them there, e.g. in the form of advertising balloons, or for similar purposes. In case of contravention, the Organiser and/or persons responsible for the fairground will intervene and remove such elements. It is prohibited to use engine-driven steerable balloons and/or zeppelins on the fairground. The use of LPG and welding gas tubes is possible provided usage-related permits, documents, etc. are submitted the Organiser. In this case the entire responsibility rests with the Exhibitor.

Clause 18: The Organiser is responsible for general cleanliness of the fairground and the corridors. The Exhibitor is responsible for its stand's cleanliness. However, upon request the Organiser shall provide stand cleaning services against fee. Requests must be made with the aid of the Online Information System and ticked off in the Extra Materials list. Stand cleaning includes surfaces and vacuum-cleaning of the carpet provided the carpet can be cleaned with an electrical vacuum-cleaner.

Clause 19: The Exhibitor recognises the Organiser's or its representative's right at any time to check the fair participation papers, the stand, the exhibited products and services as well as any other fair-related activities of the Exhibitor for compliance with the Contract. The Exhibitor shall facilitate the Organiser's or its authorised agents' access and their control activities to the extent necessary.

Clause 20: The Organiser has the right, to carry out and/or to commission the necessary checks required by the occupational health and safety legislation beginning at the assembly stage and ending with the finalisation of the disassembly stage. The Exhibitor accepts and warrants to allow these checks to be carried out and to immediately remedy any deficiencies identified as a result of these checks. Otherwise the Exhibitor will neither be permitted to set up a stand nor to take part in the fair.

Clause 21: Under this Contract, the Exhibitor is obliged to provide its employees and its visitors a healthy and safe work environment both while working on the fairground and while the fair is on-going. In this context, the Exhibitor is obliged to comply with occupational health and safety regulations. The Exhibitor has to ensure the safety of its own personnel, its suppliers, the personnel of the Organiser and of third persons and to protect their health against risks emanating from work carried out while they are present on the fairground. The Exhibitor shall comply with minimal safety and security conditions and immediately report to the Organiser all risk situations, accidents and injuries.

Because of the Exhibitor's obligation to comply with this Contract's terms and conditions, with the legislation and the rules governing the fairground, the Exhibitor accepts and warrants to be liable for material loss and damages as well as bodily harm suffered by its own personnel or the Organiser's personnel or third persons. If, as the result of any accident, the Exhibitor's personnel, the personnel of its sub-contractors or the personnel of the company it has commissioned to set up the stand, the Organiser's personnel or third persons suffer any harm, and bring compensation claims against the Organiser, the Exhibitor accepts and warrants the right of recourse of the Organiser against the Exhibitor, and warrants to unconditionally repay the recourse amount upon the Organiser's first request.

Clause 22: The Exhibitor and its sub-contractors have agreed to comply with the conditions below and with their assurances. In case of non-compliance, the Organiser has the right to take all necessary measures. All documents requested below must be submitted to the Organiser and/or an organisation authorised by the Organiser at the latest 20 days before the fair commences.

#### 22.1. Electrical Works

#### 22.1.1. Electrical panels

- 22.1.1.1.Stands that must be equipped with electrical panels must use panels with a cover. If the panel has a metal body, the cover must be connected to the body with an earthing cable.
  22.1.1.2.The panels must be equipped with fuses suitable for the respective circuit load
- they protect.

  22.1.1.3.The panels must be equipped with leakage current relays (at least 30 mA).

  22.1.1.4.Panels with metal body must be equipped with 1kV insulation mats.

### 22.1.2. Cables

- 22.1.2.1. The cables must be fire retardant.
  22.1.2.2. In hot areas, silicon cables must be used.
  22.1.2.3. The cable sections must be suitable for the current they will be carrying.
- 22.1.2.4. The cables must comply with the following colour code 22.1.2.4.1. Code colours:

Phase - brown, black Neutral - blue Earth - yellow, green

- 22.1.2.5. Plastic materials (tubes, casing, junction boxes) must be fire retardant.
- 22.1.2.6. The persons installing the electrical installations must be qualified; proof of their qualifications (certificates) must be submitted to us.

## 22.1.3. Mechanical Works and Statics

- 22.1.3.1. The statics of the fair stands must conform to the earthquake conditions in Istanbul province, and must be documented.
- 22.1.3.2. The danger class (asbestos and its derivatives) and the fire resistance of stand materials must be documented.
- 22.1.3.3. Any machinery, equipment and devices may only be exhibited if they conform to mandatory standards and comply with regulations; the respective certificates must be submitted to us.
- 22.1.3.4. If machinery, equipment and devices are to be operated during the fair, their compliance with the respective regulations on machinery and device safet (machinery and device-related regulations, power, pressurised air and gas installations, work safety, authorised personnel) must be documented
- 22.1.3.5. It must be documented that hazardous substances and their individual and 22.1.3.5. It must be documented that hazardous substances and their individual and joint use or their consumption, during the fair, in machines, equipment or devices conforms to the respective regulations (regarding fire, hazardous substances, treatment of dust and particles, hygiene, etc.), and that suitable working conditions are ensured. All preparations regarding the compilation of documents and the ensurance of appropriate working conditions must be approved by us.

### 22.1.4. Occupational Health and Safety

- 22.1.4.1. The employment of uninsured labour on the fairground is punishable with heavy fines. For this reason, companies employing labour for stand construction work must submit to us the work entry notices ("iṣe giriş bildirgesi") of their employees.
- 22.1.4.2. The "Work Safety Training" certificates of insured personnel to be employed at the fair must be submitted to us.
- 22.1.4.3. The health examination forms (work entry and subsequent regular examinations) of insured personnel to be employed at the fair must be submitted to the fair must be submitted
- 22.1.4.4. All personnel to be employed at the fair for construction work and the company owners must wear yellow hardhats, yellow reflector vests and safety shoes with reinforced tips and sole.
- 22.1.4.5. Companies that carry out work at heights of 1.5 m and above must use H frame scaffolds instead of ladders.
- 22.1.4.6. In places where ladders may be used, the ladders must be approved by

This Contract has been prepared in a single copy, and confirmed by signing the first two pages. The original copy shall be retained by the Organiser.