

# Exhibition Contract, Stand Application

PaintExpo Eurasia  
4<sup>th</sup> International Industrial Coating Technology Exhibition  
12-14 October 2017 Istanbul Expo Center



Company Type :

Manufacturer  Distributor / Representative

Trade Company

Other \_\_\_\_\_

Search term for alphabetic sorting in the exhibition catalogue

Company name: \_\_\_\_\_

Company owner / Managing director: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Post Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

VAT Number : \_\_\_\_\_

Web Site : \_\_\_\_\_ Company e-mail: \_\_\_\_\_

Person to Contact : \_\_\_\_\_

GSM : \_\_\_\_\_ Personal e-mail: \_\_\_\_\_

Ordered stand space:  m<sup>2</sup> Width:  m Depth:  m Hall:  Stand No:

Number of open sides:  1 open side  2 open sides  3 open sides  4 open sides

	Price / m <sup>2</sup>	Stand m <sup>2</sup> :		
Participation Fee:			Amount:	
Registration Fee:			Amount:	
Extras :			Total:	
			VAT 18 %:	
			Common Total:	

Credit Card / Mail Order  Bank Transfer

Payment Plan:	Date	Amount

Only: \_\_\_\_\_

Note: \_\_\_\_\_

Payment Details	Bank Name	Account No	Branch Code	Iban No	Swift Code	Beneficiary Name	Payment Name
Euro Account	62/Garanti Bankası	9097843	416/Levent Sanayi	TR420006200041600009097843	TGBATRISXXX	Artkim Fuarçılık Tic. A.Ş.	PaintExpo Eurasia 2017

This agreement contains 5 pages and 54 articles. As the Exhibitor Company, we hereby confirm that we have read, accepted and signed all participation conditions.

Exhibitor Company Seal & Signature ...../...../ 20....	Organiser : ARTKİM FUARÇILIK TİC. A.Ş.
Authorized Person:	Authorized Person:



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Company name of main exhibitor: \_\_\_\_\_

### Co-exhibitor 1

Company Type:

Manufacturer     Distributor / Representative     Trade Company     Other \_\_\_\_\_

Company name: \_\_\_\_\_

Person to Contact : \_\_\_\_\_

Post code for street: \_\_\_\_\_ Street: \_\_\_\_\_

Country : \_\_\_\_\_ Town : \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Site : \_\_\_\_\_ Company e-mail: \_\_\_\_\_

Person to Contact : \_\_\_\_\_

GSM : \_\_\_\_\_ Personal e-mail: \_\_\_\_\_

Company is represented with own staff and products at the main exhibitors booth.

Only the products of this company are represented at the main exhibitors booth.

### Co-exhibitor 2

Company Type:

Manufacturer     Distributor / Representative     Trade Company     Other \_\_\_\_\_

Company name: \_\_\_\_\_

Person to Contact : \_\_\_\_\_

Post code for street: \_\_\_\_\_ Street: \_\_\_\_\_

Country : \_\_\_\_\_ Town : \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Site : \_\_\_\_\_ Company e-mail: \_\_\_\_\_

Person to Contact : \_\_\_\_\_

GSM : \_\_\_\_\_ Personal e-mail: \_\_\_\_\_

Company is represented with own staff and products at the main exhibitors booth.

Only the products of this company are represented at the main exhibitors booth.

Place, date

Legally binding signature of Exhibitor, company stamp

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## EXHIBITION PARTICIPATION CONTRACT AND GENERAL CONDITIONS FOR PARTICIPATION

### 1. PARTIES

Artkim Fuarçılık Ticaret A.Ş. (Hereinafter referred to as "Artkim") having a registered office at Sultan Selim Mah. Akyol Sitesi Çıkmazı Sok. No:6 Artkim Center 34415 Kağıthane / İstanbul Türkiye and the "Participant" (the company signing this agreement) which has signed this Exhibition Participation Agreement (hereinafter referred to as "Exhibitor") have concluded this Agreement. Parties accept and undertake that they shall comply with the provisions of the Agreement.

### 2. ORGANIZATION AND SUBJECT OF THE AGREEMENT

Subject of this agreement is to determine the terms and conditions for participation of the participants in PaintExpo Eurasia Industrial Coating Technology Exhibition (hereinafter referred to as "Exhibition") to be organized by Artkim Fuarçılık Tic. A.Ş. at Istanbul Exhibition Center between the dates of 12-14 October 2017.

### 3. EXHIBITION VENUE AND DATE OF THE EXHIBITION

Exhibition shall be organized in the Hall 9-10 at Istanbul Expo Center on the dates of 12-13-14 October 2017. However, Artkim reserves its right to change the venue and the exhibition dates.

### 4. DEFINITIONS

In this agreement, following terms shall have the meanings ascribed to them below;

Artkim: ARTKİM FUARCILIK TİCARET ANONİM ŞİRKETİ,

Exhibitor: Company which has signed the Agreement

Parties: Both Artkim and the Exhibitor,

Exhibition: PaintExpo Eurasia Industrial Coating Technology Exhibition

Venue: Section or sections allocated for organization of PaintExpo Eurasia Industrial Coating Technology Exhibition at Istanbul Expo Center,

Exhibition Participation Fee: Fee in the table above and to be paid by the Exhibitor for exhibition participation and mutually agreed by the parties,

Agreement: This Agreement signed between Artkim and Exhibitor,

Intellectual Property Rights: Copyrights, patents, trademarks, trade logos and titles, trade secrets, registered designs, database rights, know-how, rights in domain names, incorporeal rights, rights of action and all other similar legal rights and intellectual and industrial property rights and similar rights which allow the beneficial to derive advantages including all relevant renewals, applications and registrations being subject to the laws of any country in the world and regardless of whatever name such rights are called.

### 5. SERVICE DEFINITION AND SERVICE FEE

Exhibition participation fee to be paid to Artkim by the Exhibitor and included in the table above has been determined over 1 m<sup>2</sup> unit area. Exhibition participation fee shall express the area without stand (Raw Exhibition Space). Services included in this fee have been described below:

- Space allocation on the venue,
- General promotion services,
- Entrance and consultancy services,
- General security service on the venue (Security for the inside of the Stand shall belong to the Exhibitor),
- General cleaning service on the venue (Responsibility for the internal cleaning of the stand shall belong to the Exhibitor),
- Print and distribution of exhibition posters, catalogues and promotion brochures,

In the event that the Exhibitor desires to build a second floor on the stand allocated, it shall obtain a written approval from Artkim. Allocation fee for the second floor, unless otherwise is agreed in written, shall be half of the fee of 1 m<sup>2</sup> area determined for each m<sup>2</sup>.

Extra services not included in exhibition participation fee but requested separately by the Exhibitor shall be demanded via an online system by a "User's Name and Password" sent to the Exhibitor by Artkim and extra fee to be accrued shall be paid by the Exhibitor.

### 6. VENUE UTILIZATION:

6.1. Artkim shall be responsible for allocating the area in the sizes set forth in participation agreement to the Exhibitor.

6.2. Exhibitor may exhibit its products and services only in the area allocated to it.

6.3. Exhibitor cannot allow 3<sup>rd</sup> parties (or companies, products, services, titles and brands of other companies) to fully or partly utilize its stand area against payment or free of charge or use the same for other purposes. Company desiring to be a Co-exhibitor under the Primary Exhibitor shall make a contact with Artkim and draw up a Co-exhibitor agreement and then, it may participate in the exhibition together with the Primary Exhibitor.

6.4. Exhibitor cannot exhibit the products or the services other than those communicated to Artkim; otherwise, Artkim is entitled to remove said products outside the exhibitionground and all relevant expenses shall also be borne by the Exhibitor. In this case, Exhibitor shall not be entitled to make any claim to Artkim.

### 7. CO-EXHIBITORS

Company/product and services which are not represented by the Exhibitor may only be exhibited on the stand area under the status of a "Co-exhibitor". In case of companies/products/services to take place on the stands of the Exhibitor as "Co-exhibitor", Primary Exhibitor must draw up and send a Co-exhibitor contract. Primary Exhibitor undertakes that co-exhibitor shall have the same responsibilities as the Primary Exhibitor and comply with the provisions of this Agreement.

7.1. If a Co-exhibitor participates in the exhibition organization on the stand area without Artkim's prior approval, Artkim shall be entitled to terminate the Agreement without any warning or notice and evacuate the stand at the expense of the Primary Exhibitor. In this case, Primary Exhibitor shall not make any claim to Artkim.

7.2. Co-exhibitors are the companies who are represented with their own staff and products along with the primary exhibitor in the same stand.

7.3. Co-exhibitors will take place in the exhibitor's catalogue if the primary exhibitor fills out the co-exhibitor application and send all the required catalogue information to Artkim until the specified deadline for the catalogue entries.

7.4. If one stand has been allocated to two or more companies, both companies shall be jointly and individually accountable to Artkim for complying participation conditions.

7.5. Scaled prices based on the stand m<sup>2</sup> aren't valid for community stands from independent companies.

### 8. MINIMUM SPACE TO BE ALLOCATED

Minimum space to be rented is 12 m<sup>2</sup>. Spaces smaller than this area may be rented when the layout plan becomes definite and appropriate spaces are available.

### 9. CANCELLATION CONDITIONS

9.1. Exhibitor may unilaterally cancel the Agreement within 15 days as from the signature date of this agreement with a notice to be sent to Artkim through Notary provided that 25% of the contract fee (fee for the stand area) is paid.

9.2. If the Exhibitor serves this notice for cancellation at a time later than such 15 days and on a date prior to 6 months to the exhibition organization, it must pay 75% of the exhibition participation fee.

9.3. If the Exhibitor desires to cancel the contract in a shorter time than 6 months to the exhibition start date;

9.3.1. Such exhibitor must pay the exhibition participation fee in full even if it does not actually participate in the exhibition.

9.3.2. Artkim shall make an effort to allocate this space to another company. In the event that such space emptied on the exhibitionground due to said cancellation cannot be rented by Artkim to another company or is rented to another company with a lower fee; Exhibitor must pay the difference of rental fee, all expenses to be made by Artkim for rearrangement of this space (areas except for the exhibition stand such as seating area, lounge, VIP hall) to Artkim. Artkim shall put the invoices of such expenses made for rearrangement in the attachment of such invoices to be sent to the Exhibitor.

### 10. PAYMENT PLAN

10.1. Section of "Payment Plan" included in this Agreement shall mean the method of payment to be made by the Exhibitor and be binding for the related party.

10.2. Artkim may receive postdated checks from the Exhibitor in line with such payment plan.

10.3. In the event that the payments set forth in this payment plan are not made in due course or in full, all payments shall fall due and monthly 5% (five percent) late fee for the payments pertaining to the agreements made over Turkish Lira (TL) and monthly 0,8% (eight per thousand ) late fee for the payments pertaining to the agreements made over foreign currency (EURO) shall be charged as from the signature date of this agreement.

### 11. EXCHANGE RATE FOR PAYMENT

Fees in this Agreement and to be paid by the Exhibitor to Artkim have been specified over Euro and fixed as TL over the effective selling rate of T.R. Central Bank on the date of agreement and stated in the form of advance payment and installments. Additionally, payments may be made in foreign currency in respect of the agreements made over foreign currency.

### 12. EXHIBITOR'S DEFAULT

In the event that the Exhibitor fails to pay any payment within the scope of this Agreement in due course, Artkim; provided that Artkim's all rights of action, jointly and individually are reserved; shall be entitled to remove the Exhibitor (and if any, Co-exhibitor) from the list of exhibition exhibitors without any notice and paying any indemnity, terminate the agreement unilaterally and claim for balance settlement, cease to provide services, find another exhibitor, accrue default interest; if any, claim and collect such damages from the Exhibitor in default and impose other sanctions set forth in this Article. Artkim shall have the right to carry out the abovementioned actions jointly and separately.

### 13. CHANGES IN LAYOUT PLANS OF THE VENUE STAND

Artkim shall be entitled to make changes in layout plan of the exhibitionground. Artkim may change the location and square meter of the Exhibitor's stand by receiving written approval of the Exhibitor. Artkim shall communicate this change in written to the exhibitor.

### 14. VENUE UTILIZATION CONDITIONS

Exhibitor is obliged to use the area allocated to it within the scope of the Agreement without giving any damage. It is forbidden to drill, drive a nail, paint the walls, wall panel, aluminum materials and similar fixed materials, use adhesives except for double-sided bands and close air vents and fire exits, cover electricity, water, air connections in the halls, damage fixed areas on the venue. Exhibitor must compensate all damages in cash. Exhibitor cannot remove the products and services which it exhibits on the exhibitionground outside the exhibition area without compensating the damages in cash.

### 15. STAND AREA DIMENSIONS

Area allocated to the Exhibitor by Artkim within the scope of the participation agreement has been stated clearly as a square meter in the agreement. Projection of any point of the stands can never exceed outside the corridor. Otherwise, Exhibitor must arrange its stand within the framework of the relevant rules before the exhibition is opened. Expenses accrued in this period shall be collected in cash against invoice from the Exhibitor who has violated the rules.

### 16. SPECIALLY DECORATED (CUSTOM MADE) STANDS

16.1. Stands of the Exhibitors to participate in the exhibition organization with a Specially Decorated Stand shall be formed by such exhibitors provided that they are responsible for all applications and expenses are paid by themselves.

16.2. Exhibitor must inform the sub-contractors to be hired for stand construction about all conditions set forth in this agreement.

16.3. Artkim may cease the activities of the sub-contractors carrying out activities outside the conditions of the agreement.

16.4. The area allocated to the exhibitor without stand shall be delivered by the authorized persons of Artkim to the Exhibitor or authorized sub-contractors in such a manner that it is numbered and corner points are marked with a colored paint.

16.5. Exhibitor must submit the project for the stand decoration to be prepared by the exhibitor in 3D to Artkim

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for approval 45 days prior to the exhibition start date. Artkim shall be entitled to approve the project and make changes in the inappropriate sections for the general layout.

16.6. In case an approval is obtained after Artkim's inspection, stand height shall be no higher than 5 meters in interior sections and no higher than 3 meters at the edges in the 9<sup>th</sup> and 10<sup>th</sup> halls; no higher than 3.6 meters in interior sections and no higher than 2.60 meters at the edges in the 11<sup>th</sup> hall; no higher than 2.60 meter in foyers.

16.7. Exhibitor whose project is not approved shall not be allowed to build a stand and introduce product.

16.8. Artkim shall be entitled to intervene in installation of disapproved stand projects or remove them if they are installed.

16.9. Exhibitor, from Artkim's point of view, shall not install Exhibition and Promotion Materials in such a manner that they block light or restrict field of vision in the open areas or the corridors of the Exhibitionground or affect the other occupants negatively. Location and position of the Exhibitor's Exhibition and Promotion Materials shall be changed by Artkim if Exhibitor fails to meet the demands of Artkim in this respect and all expenses regarding such change shall be borne by the Exhibitor. Owners of the stands being adjacent to each other on the exhibitionground may make a contact with each other in order to prevent construction incompatibility. Artkim shall not assume any responsibility due to construction incompatibility of the neighboring stands, higher one must cover the elevation facing the lower stand with a proper plating.

17. TECHNICAL SERVICES (ELECTRICITY, AIR, WATER, TELEPHONE, ETC.)

Except for the general lighting of the companies which have participated in the exhibition by a package stand, all technical services (telephone, electricity, water, pressure air, etc.) on the exhibitionground shall be provided for a fee. At the installation stage of the exhibition stands, service shall be provided only to those exhibitors who have paid the telephone, electricity, water, pressure air fees and etc. until the payment date stated by Artkim. All such technical connections shall be made only by Artkim. All damages to be arisen on the installation materials shall be borne by the Exhibitor. Exhibitor shall be responsible for all damages arisen from uncontrolled energy use.

18. STAND INFRASTRUCTURE

Infrastructure materials required for stand construction are available on the ground of the 9th and 10th halls and on the columns of the Foyers and the 11<sup>th</sup> hall of the exhibitionground. Exhibitor must establish the infrastructure before stand construction and leave a guide between the stand and channels such that it does not disturb next infrastructure works. Additionally, Exhibitor must inform the concerned architectural company regarding technical infrastructure details. Architectural company or the company to construct the stand must make a contact with Artkim and have their design approved by Artkim.

19. SPECIALLY DECORATED STAND BUILDER COMPANIES AND INFORMATION OF SUBCONTRACTORS

Exhibitor must communicate the authorized persons and contact details of the third parties and subcontractors (sound system, architecture, etc.) with whom such exhibitor shall work together for stand construction to Artkim along with the projects set forth in the article no. 18 of this agreement.

20. START DATE OF INSTALLATION

Entry and exit dates of the companies whose stands are to be constructed by Artkim and the companies which shall construct their stands by themselves shall be communicated by Artkim to the Exhibitor at the preparation stage of exhibition organization. Artkim shall be fully authorized entity on the exhibitionground in the process from the beginning of entry to the exhibitionground to the exit.

21. INSTALLATION MATERIALS

Construction materials brought to the Exhibition Ground by the Exhibitor for installation must be ready for assembly (cut in required dimensions, painted, etc.). It is not allowed to use the Exhibition Ground as a workshop and compressor paint cannot be used. Additionally, it is strictly forbidden to bring LPG, welding tube or similar explosive materials to the Exhibition Ground. Otherwise, said materials shall be removed from the Exhibition Ground by the exhibition security staff.

22. NO PLASTER BOARD

Plaster board shall not be used in construction of the stand to be built by the Exhibitor within the framework of the rules set forth by the operator of the Exhibition Ground and such stand containing plaster board is not allowed to be installed.

23. CARPETING OF THE EXHIBITIONGROUND

After the corridors on the Exhibition Ground are covered with carpets, Artkim shall not allow the vehicles such as forklift, wheelbarrows or pallets which damage the carpet to pass through the corridors.

24. INTERIOR DECORATION OF THE STAND

All expenses for interior decoration of the stand made by the companies which have participated in the exhibition by package stand or special stand shall be borne by such exhibitors.

25. FIRE CABINETS

Exhibitor must ensure that stand construction in the relevant project does not block the fire cabinets. Location of the fire cabinets has been indicated in the layout plan of the exhibition ground." Gas and chemicals are strictly forbidden to be brought to the exhibition ground. Such materials may be brought to the exhibitionground only with a written approval of the exhibition organizer."

26. ENTRY AND EXIT CONDITIONS ON THE EXHIBITIONGROUND

Untransferable Exhibitor Badges shall be issued for the Exhibitor and other authorized persons and contractors to ensure official entrance to the exhibition grounds. Exhibitor shall not be allowed to enter the concerned areas without showing this entrance card. Exhibitor shall give Artkim until the specified date a list indicating in which day/days the persons to be present on the Stand Area and/or Exhibitionground and/or permitted contractors and all assigned persons shall be present in this area. Responsibility for each unauthorized use of entrance cards issued on behalf of the Exhibitor shall belong to the Exhibitor. Exhibitor shall be responsible and liable for the acts and behaviors of all personnel or all other persons associated with such exhibitor. Artkim shall be entitled to remove or send away the persons whom Artkim reasonably thinks that presence or acts of such persons are faulty and/or who violate the rules and laws and/or create problems with their behaviors for the other Exhibitors

and/or Exhibition visitors from the Exhibition Organization and Artkim may use such right regardless of whether such persons are the employees, assistant or authorized contractor of or associated with the Exhibitor in any manner or not. Stands shall be delivered to the Exhibition security department after the closing time every evening and received by the authorized persons one hour before exhibition opening next morning. In the event that Exhibitor fails to comply with the aforementioned provision, said Exhibitor shall be directly responsible for all damages to both itself and 3<sup>rd</sup> parties.

27. ORGANIZATIONS TO BE CARRIED OUT BY EXHIBITORS AT THE EXHIBITIONGROUND

Artkim shall be informed in written regarding visual and audio organizations to be carried out at the exhibition-ground. In case of a visual demonstration, its reflection should not exceed the stand area. It is forbidden to distribute brochures, make demonstrations and draw lots, pass hosts and hostess with promotion materials on them and carry out similar promotions and organizations outside the stand area or in front of the stands of other companies without permission. A fine amounting to 100.000,00TL (One Hundred Thousand Turkish Liras) will be imposed on the firms which violate this rule. If a loudspeaker is used on the stand area, direction of the loudspeaker must face the interior side of the stand area. Otherwise, exhibition organizers shall change the direction of the loudspeakers in the manner specified. Sound level at a 1 meter distance from the stand boundary has been determined as maximum 85 dB. Otherwise, exhibition organizers shall warn the exhibitor in this respect. If such warnings are not taken into consideration, Artkim shall be entitled to cut off the electricity of the concerned stand for 1 hour. Additionally, Artkim shall not assume any responsibility for the damages to be arisen from such cut-off. Concerned Exhibitor shall be responsible for the problems which the same electricity cut-off can cause to general electrical equipments on the exhibitionground. In the event of any crowd in the exhibition corridors or neighboring stands due to the demonstrations to be carried out on the stand area of the Exhibitor, Artkim shall be entitled to intervene in and if necessary, stop such demonstrations.

28. BROADCAST ON THE EXHIBITIONGROUND

Right of all visual and audio broadcast (Radio, TV, ... etc.) in open and enclosed spaces of the exhibitionground shall solely belong to Artkim. Permit must be obtained for broadcasting. Unauthorized media channels shall not be allowed to enter the exhibition ground. Also, Artkim shall be entitled to record exhibitor stands, events and product exhibits by photographing, camera or drawing and use the same for advertisement purposes.

29. LIABILITY AND INSURANCE

29.1. Artkim has insured the area where the exhibition events are organized. Risks within the scope of this insurance coverage include the damages arisen from natural disaster, fire, leakage and flood. However, this insurance does not cover the goods and all kinds of products and materials to be exhibited by the Exhibitor in the exhibition.

29.2. All responsibilities regarding all damages for the Stand area and inside and outside the Stand area shall be borne by the Exhibitor.

29.3. Artkim recommends the Exhibitor to take out a exhibition policy for its stand and products which it exhibits.

29.4. Artkim shall not be responsible for the materials lost, stolen or disposed in any manner against the Exhibitor's consent.

30. PROHIBITED GOODS

Dangerous goods such as explosive and flammable materials are considered to be Prohibited Goods. Exhibitor accepts that it shall compensate and indemnify all claims, liabilities, actions, judgment, decisions, expenses (including court expenses) and costs incurred by Artkim as a result of exhibition of the goods violating any intellectual property right within the scope of Prohibited Goods or legal legislation and/or incurred by third parties following exhibition of such kinds of goods or claimed or brought by Artkim and similar parties.

31. EXHIBITOR'S CATALOGUE

Exhibition Catalogue shall be printed by Artkim. Artkim shall not be responsible for wrong or missing information sent by the exhibitor for the catalogue. In the event that said information is not sent by the Exhibitor to Artkim within the period specified or fail to include sufficient details, exhibitor shall not make any claim since such details are not included in the catalogue. If the exhibitor has not sent any information to Artkim within the period specified, Artkim may put the address and telephone information set forth in the agreement concluded with the exhibitor in the exhibition catalogue.

32. ENTRANCE-EXIT HOURS TO THE EXHIBITIONGROUND

The earliest entry hour of the Exhibitor to the exhibition ground between the dates for the exhibition organization is 09.00 and the latest exit hour is 19.00. Goods entrance-exit to the exhibitionground shall be subject to Artkim's approval within the hours in which exhibition is open. None of Exhibition and Promotion Materials shall be packed, removed from the exhibition ground or dismantled within the hours in which exhibition event is being carried out or in a time close to the closing hour of the Exhibition with the purpose of complying with Occupational Health and Safety Law no.6331 and relevant legal legislation unless otherwise is stated in written by Artkim. Visitor entrance-exit hours have been determined as 10:00 and 18:00. Artkim reserves its right to change entrance-exit hours.

33. EXHIBITION CLOSING AND PROCEDURE AFTER CLOSING

Electricity of the stands shall be cut off 30 minutes after the exhibition is closed. Exhibitor who wants to work in the stands after closing hour must inform Artkim regarding the issue at least 3 hours before closing and obtain Artkim's permission. All electricity system shall be cut off for security purposes 30 minutes after the closing in the last day of the exhibition. Artkim shall not assume any responsibility for the damages arisen from said electricity cut-off.

34. EMPTYING AND DISMANTLING THE STANDS

Stands shall be emptied within the periods to be specified by Artkim and at the latest at 12:00 the next day after completion of the exhibition. Fine shall be imposed on the exhibitors who have not left the exhibitionground within the specified period and the materials shall be removed from the exhibitionground without any warning. Loss, damage and expenses to occur during emptying shall be borne by the exhibitor. All damages, penalties and loss to be incurred by Artkim due to delay of the Exhibitor in emptying the stand shall be borne by the exhibitor.

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Delay penalty except for the expenses for emptying shall be as follows; 3.000.- Euro/hour, 7.000.- Euro/2 hour, 12.000.- Euro/3 hour. Artkim's right to claim damages for other damages and loss against the Exhibitor is reserved.

## 35. REMOVAL OF STAND WASTES

Exhibitors taking part in the exhibition by special stand shall remove;

35.1. The wastes to occur during the stage of installation

35.2. The wastes to occur during dismantling and all stand components from the exhibitionground.

## 36. OCCUPATIONAL HEALTH AND SAFETY

All liabilities, procedures and required measures which must be fulfilled and taken pursuant to the Occupational, Social Security, Health legislations and other legislations in respect of occupational safety and health of all personnel to be employed under the supervision and control by the Exhibitor within the scope of this agreement and the persons to be authorized by the exhibitor during installation, emptying and transporting the exhibition-ground shall be borne by the exhibitor. Exhibitor must take all safety measures and show ultimate attention during the works to be performed within the scope of the exhibition organization such as installation, emptying and transporting the exhibitionground. Exhibitor shall be responsible for paying all damages to be arisen from all loss and/or damages to be incurred by both its own personnel and 3<sup>rd</sup> parties due to the fault, negligence or carelessness of the exhibitor's own personnel or the persons authorized by it. In such cases, all kinds of legal, financial and criminal liabilities shall belong to exhibitor. In case of any occupational accident, Artkim shall not assume any legal, financial and criminal liability. Whole liability in this respect shall be borne by the Exhibitor.

## 37. ADDITIONAL CLAIMS AND MATERIALS

Artkim provides the Exhibitor with User's Name and Password for online requests and Exhibition Catalogue. Exhibitor must fill in the relevant space regarding its online requests and approve the same and then, send such requests to Artkim within the specified period. Artkim does not accept any responsibility pertaining to the problems arisen from missing, delayed requests or the requests which have never been sent. In the event that the requests exceeding such specified period are met, Artkim shall impose a price difference of 50% over the prices set forth.

## 38. DELAYED REQUESTS

In the event that all services to be provided by Artkim are requested after the final application date specified, Artkim shall not give any guarantee to meet such requests.

## 39. ARTKIM'S AUTHORITY AT THE EXHIBITIONGROUND

Artkim shall have a full authority from the entrance day to the exhibitionground to the exit day. Artkim's right to give instruction is reserved. Entry and exit of the goods to/from the exhibitionground shall be realized within the framework of the program approved by Artkim.

## 40. EXHIBITOR'S FAILURE TO COMPLY WITH THE AGREEMENT

Artkim shall be authorized to send away the people who fail to comply with the agreement for participation in the exhibition, give rise to disturbance, make extensions to the stand area hired and bring prohibited goods and to close their stands, prevent them from exhibiting their goods without any need of court decision and having any obligation to pay compensation.

## 41. FORCE MAJEURE

In case of natural disasters, government decisions, legislation changes, war, fire, flood, explosion, civil commotion, military intervention, terrorism, revolution, blockade, embargo, strike, lock-out, sit-in protest, industrial or commercial disputes, adverse weather conditions to the extent they affect performance of work, diseases, public health risk, accident or failure of machines or plants, defects or restriction, intervene in any material, workmanship, transportation, electricity or other infrastructure requirements, (including government departments and units) beyond the control of Artkim or the Owner of the place, recommendation or action of any government, legal authority or international authorities regarding not travelling, not organizing a exhibition and/or holding a meeting in groups or the fact that exhibitionground becomes inappropriate or unavailable for exhibition organization partly or fully (Force Majeure), including but not limited to the abovementioned setbacks, all other obstacles which make it impossible for the Lessee to fulfill its obligations partly or fully within the scope of this Agreement and/or make the Lessee's or other tenants' and/or visitor's participation in the exhibition impossible or illegal or difficult or significantly affect participation of such concerned persons in the exhibition, Lessee shall be exempt from fulfillment of its obligations. In the event that the exhibition cannot be opened due to conditions beyond its control or the legal disputes with the lessor and as a result of the actions or the events described as force majeure in law or break-out of any event threatening public security such as terrorist activities before exhibition organization, Artkim shall be authorized to change the location and/or the date of the exhibition. In this case, Artkim shall be authorized to renege on a contract.

## 42. INTELLECTUAL PROPERTY RIGHTS

All responsibilities of the products being exhibited arisen from national and international legislations and all responsibilities arisen from intellectual and industrial property law shall be borne by the exhibitor. Exhibitor, by

signing this Agreement, accepts, declares and undertakes that it shall not violate any trademark or patent right, shall not exhibit goods in illegal manner. Organizer cannot be considered responsible for infringement of any brand or patent.

## 43. NOTIFICATIONS

Notifications related to this Agreement may be sent to the addresses of the parties set forth in this agreement or the authorized person for the exhibition stand (as the case may be). All communications between the Exhibitor and Artkim must be made in written and confirmed.

## 44. INVOICES

Artkim shall deliver the invoice related to exhibition participation to the concerned firm at the end of the exhibition. Invoices shall be paid in EURO on the payment dates specified. If the payment is made in TL (Turkish Lira), amount in EURO shall be converted to TL (Turkish Lira) over the selling rate of exchange of T.R. Central Bank on the date of 20<sup>th</sup> April, 2015 after the exhibition organization and such amount shall be invoiced. In case of any difference between this payment and the invoice calculated in TL (Turkish Lira), concerned Party shall pay the difference within 10 days as from the date of invoice.

## 45. STAMP TAX

Stamp tax pertaining to this participation contract shall be duly paid by the exhibitor.

## 46. CHANGES IN TAX LEGISLATION

In case of any change in Value Added Tax or other tax legislations to be associated with this agreement, this change shall be exactly reflected to the contract value.

## 47. NO GUARANTEE

Artkim shall give no guarantee or commitment regarding achievement of Exhibition's commercial success and commercial contacts at the exhibition.

## 48. ADVICES AND NOTICES

All advices between the parties which shall cause the other party to go into default or non-performance and all other notices outside these due to this contract or the performance of this contract must be made by drawing the same via notary. Parties accept in advance that all advices and notices given in different manner shall not be valid and give rise to legal effect even if said advices and notices are received by the other party.

## 49. EXCLUSIVE EVIDENCE

For the disputes to be arisen from this agreement; Exhibitor accepts and declares that books, computer records of Artkim company shall be valid, binding and final evidence and waives in advance from all objections and defense rights against those evidences and in case of any suit, rights of tender an oath regarding the fact that the books of Artkim company have been kept appropriately. Artkim company records and commercial books are exclusive evidences as per Code of Civil Procedure Article 193 and no other evidence can be substituted.

## 50. RELATIONSHIPS BETWEEN THE PARTIES

Parties accept in advance that they are realizing commercial activity, this agreement is a commercial agreement and commercial interest (rediscout) may be requested in case of default in payment and in all cases of compensation to be incurred and also, undertake to act as a prudent merchant as defined in Turkish Commercial Code in relationship with each other.

## 51. NON-ASSIGNABILITY

Exhibitor shall not assign its rights and liabilities stated herein as required by law or in any other manner without Artkim's prior written approval. Exhibitor's attempt to assign its rights and liabilities in this Agreement in violation of this section shall be valid and void. Pursuant to the abovementioned provisions, this Agreement shall be binding for the Exhibitor's successors and approved assignees and valid for them as well.

## 52. SEVERABILITY

In the event that any provision of this Agreement is held illegal by a competent court, this provision shall be amended by the court and interpreted in such a manner that it achieves the purpose of the original form to the widest extent laws permit. Additionally, other provisions of the Agreement shall remain valid.

## 53. COMPETENT LAW AND COURT

Parties accept in advance that Turkish Law shall govern this agreement, Turkish Commercial Code, Turkish Code of Obligation and legislation provisions in other Laws are valid and the Courts of the Republic of Turkey, Istanbul Çağlayan courts and enforcement offices shall be competent authorities for any disputes to be arisen.

## 54. FINAL PROVISIONS

Authorized person affixed his signature under the seal on behalf of the Exhibitor who has drawn up and signed this agreement with Artkim accepts and undertakes that he is severally liable and joint guarantor to all actions of the Exhibitor in this agreement

This Agreement consisting of 54 articles has been drawn up with free wills of the parties and signed as 2(two) copies on the following agreement date.

Authorized Person:

Exhibiting Company Seal & Signature ..... / ..... / 20....



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