

# ANKIROS / ANNOFER / TURKCAST 2008 TERMS AND CONDITIONS

The following Specific and General Conditions for Participation in ANKIROS / ANNOFER / TURKCAST 2008 Event become legally binding in all points with the exhibitor's application to the event. They form the legal basis regarding participation in the event.

## 1. ORGANIZER

The organizing company of the Exhibition which is under the permit of the law 5174 by The Union of Chambers and Commodity Exchanges of Turkey is, Hannover-Messe Ankiros Fuar AS., Abdullah Cevdet Sok. 6/2 Çankaya 06680 Ankara TURKEY. Tel : Int +90 312 430 61 92 Fax : Int +90 312 439 67 66. E-mail: info@ankiros.com

## 2. APPLICATION

a. Application for space will be made in duplicate and using only the enclosed application form. Acknowledging the terms and conditions the form will be completed, officially signed and stamped, and Organizer's copy be mailed to the Organizer's address in due course. Applications subject to conditions of reservations will be regarded as unconditional. Every effort will be made to meet requests for special sites, yet such requests will not be recognized as a condition for participation. No undertaking can be given with respect to exclusion of competitors. The application is binding on the applicant, irrespective of whether it is accepted by the Organizer or not. The application will only be considered made when received by the Organizer, and it is binding until its acceptance or final rejection. b. The deadline for application is 16.05.2008

## 3. ADMISSION

a. Only those manufacturers, importers, and trade representatives whose program corresponds to the major exhibit profile are permitted to participate in Ankiros/Annofer/Turkcast. The decision as to whether an entity will be permitted to participate or products to be displayed remains with the Organizer. The issuer of the application does not undertake the responsibility to assert any future claims regarding acceptance which may be denied by the Organizer without stating grounds for this refusal. In such cases, no claims for compensation will be entertained. Written confirmation will be given to the space reservation and will apply only to the firm shown in the application form. The allocation of space and stand dimensions will be determined both by the theme of exhibition and space availability. Organizer reserves the right to cancel an approved space reservation on the basis of mislead or false information of the participant requirements and no longer met. b. Once application for participation has been made and participation is accepted by the Organizers, contents of this form will have the implied status of a business contract governed by these present rules and regulations. This contract limits the liability of the Organizers and their authorised agents only to the following items for the raw space applicants: 1. General order and preparation of the exhibition site. 2. Registration services. 3. Central music and information system. 4. General security and cleaning of the area. 5. Publication of the official catalogue. Whereas, for standard stand applicants, in addition to the liabilities to the raw space applicants, this contract limits the liability of the Organizers and their authorised agents to the following items: 1. Standart stand construction. 2. Installation of electricity provision. (one outlet, 220V, 6amps) 3. Placement of spotlights (100W/3m2). 4. Firm's name on stands fascia with standard lettering, (only the name stipulated on the Application Form)

## 4. ALLOCATION OF SPACE - ALTERATIONS

In case the allotted space is not available, the Organizers may allocate space in different position, slightly reduce or increase the stand size. The Organizers reserve the right to alter entrances and exits to and from the fairground, halls and passages. No claims may be brought by the Exhibitor for the refund of the space rental.

## 5. PARTICIPATION CHARGES

a. Stand spaces will be provided in units of square meter. Part of a square meter will be charged as a full unit. In computing the charge for space that is not rectangular, that area making it up a rectangular will be included. b. Raw space is defined as one not having any additional services other than the allotment of the exhibition area or room and the catalogue entry. c. Square meter minimum stand space is required for raw space applications. c. Standard stand is defined as one having basic shell scheme, 1 electric (220 V) supply, 100 W spot light / 3 sqm, fascia lettering and electric consumption (up to 2kW/hr). 12 square meter minimum stand space is required for standard stand applications. d. Participating charges are to be understood net and they are given in the Application Form. Current VAT to be given process is 18%. Exhibitors must be notified of any changes at their own cost and not utilize the scheme provided is obligatory to all exhibitors per stand basis and it is given in the application form. f. Co-exhibitor is subject to the approval of the Organizer. Co-exhibitors who have not been informed to or who have been rejected by the Organizer will be removed from the stand.

## 6. TERMS OF PAYMENT

a. 50% of the total participation charges including VAT, will be paid by bankers draft, cheque or bank transfer at the time of application. The remaining balance is payable by latest 30.05.2008 For applications received later than 02.05.2008 immediate payment in full is required. The cost of services ordered directly to or through the Organizer must be paid two weeks prior to the opening of the Exhibition otherwise Organizers will bare no responsibility for the provision of these services. b. All complaints must be submitted in writing within 7 business days immediately after the completion of an application. Complaints will be considered only if they are raised at a later date will be disregarded. If the exhibitor fails to meet his financial obligations, the organizer is entitled to retain exhibits and the stand equipment and to sell them by public auction or by private contract at the expense of the exhibitor. The statutory provisions on realization of objects seized are set aside insofar as this is legally permissible. During the event, the invoice for additional services (e.g. additional booth equipment, electricity, water and telephone installation and connection) will be submitted to the exhibitor. In case of advance payment, the exhibitor's paid amount will be set off against the amount due. The exhibitor has no claim to interest payable on the advance deposit. Exhibitor, co-exhibitor and indirectly represented companies are jointly and severally liable to the organizer with regard to obligations arising from the rental contract or from orders placed for services.

## 7. CANCELLATION AND NON-PARTICIPATION

After participation has been confirmed, withdrawals from the exhibition is not possible and would entail full liabilities on Exhibitor to complete the payment as agreed on the application form together with the costs actually entailed.

## 8. EXHIBITS, STANDS, BUILD UP AND DIRECT SALES etc.

a. Under all circumstances, exhibits are not permitted to be removed from the stand during the exhibition period. Only the forwarding agents appointed by the Organizer will be permitted to handle consignments within the fairground. In that, all offloading/loading, delivery/tick up from stands will be handled by the Organizer's agent. b. Exhibitors who have applied for standard stand would be provided within the agreed fees a pre-fab shell scheme as provided on exhibition layouts and designs by the Organizers. These can't be changed, altered or damaged by the occupying exhibitor. Exhibitors may use other structures at their own cost and not utilize the scheme provided by the Organizers. Doing so does not facilitate any refunds on the participation fee. c. Stand interiors are the responsibility of the Exhibitors, drawings and plans for which should be submitted to the exhibition Organizer for approval. Organizers reserve the rights to suggest any modifications and have them effected, in case found to be contrary and/or detrimental to other Exhibitors or to the exhibition as a whole. All services not enumerated in the contract will be charged in accordance with the rates of the contractors of the Organizers. e. Exhibitors should occupy their stands and be ready at least 3 hours before the time of official opening of the Exhibition. Exhibitors under no circumstances can dismantle their exhibits and withdraw from the Exhibition earlier than the official closing time. f. If 24 hours before the time the exhibition is officially opened the Exhibitor has not availed himself of the stand allocated to him, or before that time it is certain that the Exhibitor will not occupy the stand, and he has failed to full on time, he is obligated to pay contracted fees, the organizers may dispose of the stand in question, without further demand or notice of default, without being held to refund any payments already received, and without the Exhibitor thereby being discharged from the obligation to pay the amounts owing. g. Exhibitors in different areas and in different categories of products would be assigned a schedule of occupation of stands and also a schedule for bringing in large and heavy exhibit transfer. h. re-participation and transfer of stands is prohibited. i. Exhibitors are prohibited from representing literature, photos and/or any form of representation of any other organization other than the bona-fide exhibitor is not allowed in a stand or the exhibition. i. The Exhibitor should evacuate the allotted space and/or stand within 18 hours after the official closing time. Failing to do so entails the Organizer to take all necessary actions to remove the exhibits without further demand or notice of default. All expenses shall be referred to the Exhibitor and the Organizers can not be held responsible for any damage or loss due. j. Sales effected by handing over a product or receiving money for a product (direct sales) are not permitted. The same applies to services for which a charge is made. Any possible exceptions to this rule are given in the specific conditions for each event.

## 9. STAND CONSTRUCTION AND DESIGN

The construction, design and safety of stands are the responsibility of the exhibitor and must be in accordance with the general rules and technical regulations of the organizer. The exhibitor shall be obliged to get the approval for his stand design measures by the organizer before the event. Any stand design contrary to the Building Regulations valid at the place of the event or to the Technical Rules and regulations of the organizer may be removed or altered by the organizer at the expense of the exhibitor. Presentations on exhibition stands must be so arranged as to cause no visual or acoustic nuisance to neighboring stands and no obstructions on the stands or in aisles. Infringement of this ruling authorizes the organizer at its discretion to forbid such presentations that cause a nuisance or obstructions. If the infringement is repeated, the organizer may terminate the stand rental contract without notice. The Exhibitor has to obey all the rules and regulations mentioned in the Exhibitor's manual.

## 10. CUSTOM GUARANTEE DECLARATION

In case that instead of the necessary assurance, a re-export guarantee declaration for the import of exhibition goods is given by the embassy of the country of origin of the exhibitor, the exhibitor is directly liable to his embassy if the exhibition goods are either not exported, not exported in time, or not entirely exported after the closing of the event.

## 11. SUPPLEMENTARY PROVISIONS

Constituent parts of the rental contract are the Regulations for the Exhibition Grounds, the list of goods (nomenclature), and the organizational, technical and other rules (exhibitor service manual). In particular the conditions listed in the exhibitor's manual apply, which stipulate specific services as obligatory in connection with the event (e.g. entry in the catalogue, exhibitor identity cards).

## 12. SECURITY

a. The Organizer is responsible for the general security arrangements for the halls. Security services will start the first day of construction period and terminate last day of dismantling period. The Organizer is empowered to take any security measures necessary. Special security posts may only be employed from the Organizers accredited agent. b. Despite the measures taken, The Organizer does decline liability for damages to property and personnel.

## 13. INSURANCE COVERAGE AND EXEMPTION FROM LIABILITY

a. The Organizer provides an insurance for covering risks that may occur to the Exhibition area. This does not include the Exhibitors nor the belongings of the Exhibitors thus Exhibitors are expected to insure their own goods as well as covering all risks and damages that may happen to their personnel and/or to third parties by their personnel or contractors by their personnel or contractors by their personnel or contractors. b. Organizers undertake no responsibility for loss, theft or pilferage of exhibits during the exhibition period. Valuable and precious exhibits can be deposited for safe-keeping under sealed packaging with the Organizers. c. The Organizers will not be held responsible for the safety of any exhibits or property of any Exhibitor, their staff, contractors or agents or any other person, for loss of or damage to or destruction of the same caused by theft, burglary, fire, storm, tempest, lightning national emergency, war, civil commotion, labour strikes, lock-outs or by reason of all and any accident force majeure not within the control of the Organizers whether or not or by occasion of such and similar happenings the holding of the exhibition is impossible or inadvisable or is postponed or closed prematurely. As the Organizers cannot and will not accept any responsibility for any or all losses suffered by any Exhibitor caused by the above mentioned, Exhibitors are advised to cover themselves by their own insurance policies. The organizer moreover excludes any claim for a reduction in rent as well as all liability for disadvantages and damages suffered by exhibitors as the result of defects in the rented object, erroneous information given in connection with the allocation of space, stand construction or stand design approval, or catalogue entries, and also through changes in stand size or other deficiencies in the service provided unless the exhibitor immediately complains in writing, except in the event of intent or gross negligence on the part of the organizer's staff.

## 14. CATALOGUE

The Organizer will publish an Exhibition Catalogue. The entrance to catalogue is free of charge to all Exhibitors and detailed information will be provided in due course. No claims can be entertained with respect to errors or omissions in the catalogue. The Exhibitor is responsible for the content of the entries and for any damage incurred through the publication thereof. The Organizers or the editors appointed by them accept no responsibility for any errors and/or omissions in the catalogue. Information given in the application form will be used as the exhibitor's official catalogue entry in case the organizer does not receive the catalogue entry form from the service manual in due time.

## 15. TECHNICAL AND CLEANING SERVICES

a. All water and electrical installations to individual stands are charged separately to Exhibitors as well as consumption costs, except for the content of the standard stand definition for the indoor area (item 5 - c). The Organizer may request advance payment for these special services. All installations connected with the stands will be undertaken by the Organizer. Only in stand works may be carried out by outside contractors, provided that their names are submitted to the Organizer. The Organizer however, will not be obliged to inspect the installation works and is not liable for any damages caused thereof. The Organizer may not be held responsible for losses and damages caused by the failure of power supplies. The Exhibitor is liable for all damages caused by the failure of power supplies. The Exhibitor is liable for all damages caused by uncontrolled dissipation of energy. b. The Organizer will arrange for the cleaning of outdoor and indoor areas. The Exhibitor is responsible for the daily cleaning of the stand before the opening hour. Should the Exhibitor does not wish the cleaning to be undertaken by its staff, other contractors can be employed provided that they are appointed by the Organizer.

## 16. DOMESTIC AUTHORITY

a. Exhibitors are hereby obliged to conform to the rules and bye-laws for stands and decorations, of safety, fire, buildings etc. of the Turkish Authorities, and to conform to the rules and regulations of the landlord and those of the Organizers. Also all work would conform with the laws of labour unions and syndicate wherever applicable. Exhibitors undertake to make necessary arrangements, modifications and take immediate steps to remove each and every aspect of work that contravenes these above mentioned rules and regulations, once attention has been brought to some. b. Other than that, the Organizer has the full authority within the entire exhibition ground for the duration of the event starting from the beginning of construction period until the end of dismantling period. Animals are not allowed in the fairground. The Organizer has the right to issue instructions.

## 17. RESERVES

a. In case of premature closure or abandonment of the exhibition caused by theft, burglary, fire, storm, tempest, lightning national emergency, war, civil commotion, labour strikes, lock-outs or by reason of all and any accident force majeure not within the control of the Organizers whether ejusdem generis or not or by occasion of such and similar happenings Organizers shall be entitled to retain all sums paid by the Exhibitor or such parts thereof as found justifiable for incurred expenses. b. If the opening of the exhibition is postponed or re-scheduled in time and location, all contracts for participation would become binding for the re-scheduled event except as to the size and positions with adjustments proposed by the Organizers. Organizers will not be liable for any refunds or other claims from Exhibitors who for any reason could not attend the re-scheduled event.

## 18. OTHER LEGAL MATTERS

a. The Organizers have the right, without legal intervention, to refuse admission to persons who in their opinion may act in contravention of these rules and regulations or any business ethics. b. These rules and regulations are an integral part of the agreement between the Organizers and the Exhibitor. c. Organizers reserve the inalienable right to modify, amend, add to, and/or interpret these rules and regulations such that they do not operate to diminish the right reserved for the Organizers under the contract. d. The Organizers do not operate to increase the liabilities of the Organizers. d. All agreements, approvals and arrangements, irrespective of their nature must be made in writing. e. Exhibitors acknowledge that they participate in the exhibition with their own free will and decision. This contract does not entail neither oral nor written promise or guarantee on the Organizer's side, as to the amount or level of business, and to the success of the organization. f. All claims by Exhibitors on the Organizer, will be entertained only if made in writing before 100 hours of the last day of the exhibition. Claims to be made afterwards will not be valid. g. Any dispute or difference in between the Organizer and the Exhibitor shall be settled by mutual understanding. If no compromise could be reached, this Contract is to be governed by the substantive Laws of the Republic of Turkey and the disputes arising out of or relating to this agreement shall be finally settled by Ankara Courts and Execution Offices. Upon request of the Organizer, the Courts and Execution Offices of Exhibitor's place of business are also applicable.

## 19. NOTIFICATION

The address mentioned in the application form, belonging to the exhibitor, will be accepted as the notification address of the contract parties for any kind of dispute between the Organizer and the Exhibitor. The Exhibitor has to inform the organizer about the change in the address within a weeks time. Otherwise, the organizer will assume that the address mentioned in the "Exhibitor Information" section of the application form as the notification address of the contract parties.