

PARTICIPATION FORM

Please send this form back to fax number: +31 (0)10 293 3254, per e-mail to info@europort.nl or per mail to: Ahoy Rotterdam, Project Team Europort Istanbul, P.O. Box 5106, 3008 AC Rotterdam, The Netherlands.

Company name: _____ VAT number: _____
Contact person: _____ Initials: _____ m/f
Post address: _____
Postal code: _____ City: _____ Country: _____
Invoice address: _____
Postal code: _____ City: _____ Country: _____
Telephone: _____ Fax: _____
E-mail general: _____ E-mail personal: _____
Website: _____
Order number (when applicable): _____
Company name must be included in the alphabetical lists of participants at the characters (first three):

Above company confirms to participate in Europort Istanbul 2013 from 20 – 23 March 2013 at the Istanbul Expo Centre in Istanbul, Turkey.

STAND SPACE ONLY (from 15 m²)

_____ m² stand space. Preferable dimensions: _____ m x _____ m.

Stand rental when registered **before** the 1st of October 2012 € 190,00 p/m²

Stand rental when registered **from** the 1st of October 2012 € 210,00 p/m²

UNIFORM STAND CONSTRUCTION OPTIONS

Stand A (from 15 m²) € 60,00 p/m²

The stand construction consists of: separation walls, 1 table, 3 chairs, carpet, fascia with company name, 1 counter, 1 lockable storage (1x1m), lighting and electrical socket
Incl. electricity connection and consumption up to 3 kW.

Stand B (from 15 m²) € 40,00 p/m²

The stand construction consists of: separation walls, fascia with company name, lighting and electrical socket
Incl. electricity connection and consumption up to 3 kW.

Our company is exhibiting with products/services in the following segment(s):

- Deck, safety and special equipment Electronics, communication & navigation Maritime services
 Mechanical and auxiliary systems Shipbuilding, repair & conversion Propulsion and Manoeuvring

Remarks: _____

Place: _____ Name of authorised representative: _____

Date: _____ Signature: _____

By signing this form, the undersigned declares that he/she agrees with the content of the accompanying General Conditions of Participation. Prices are excl. VAT.

1. PARTIES

This contract has been concluded by and between NTSR Fuar ve Gösteri Hizmetleri Ltd. Şti located in Ekinciler Cad. Ertürk Sok. No: 5 Kat: 3 Kavacık, Istanbul, Turkey and Ahoy Rotterdam located in The Netherlands on the one hand and on the other hand the company who has signed the application form for exhibition space for Europort Istanbul 2013. (shall be hereinafter referred to as the "Customer")

2. PLACE AND DATE OF EXHIBITION

Istanbul Fuar Merkezi (IDTM)/Istanbul Expo Center, Halls 9, 10 and 11, 20-23 March 2013.

3. ORGANISATION

Europort Istanbul 2013 shall be organised by NTSR Fuar ve Gösteri Hizmetleri Ltd. Şti. and Ahoy Rotterdam (shall be hereinafter referred to as "NTSR").

4. SUBJECT MATTER OF THE AGREEMENT

This Agreement aims to set out the conditions for participation of the Customers to Europort Istanbul that will be organised by NTSR between 20-23 March 2013.

PROVISIONS

Article 1. The Customers can exhibit the products and services only within the space that has been allocated to them. The Customer cannot, in any manner whatsoever, lease this space which has been allocated. In addition, the Customer can exhibit only with the products/services that it has notified to NTSR (Form A3). Otherwise, NTSR shall be entitled to take the concerning products outside the exhibition venue.

Article 2. If a company does not have a customer representative, it is possible to exhibit, in the exhibition stand, the products and services in the status of "Co-exhibitor". In such case, an extra application fee for each company, product, service should be paid. If, at the stand of the Customer, there exist product(s) / service(s) of a Company that will attend as "Co-exhibitor", they need to approve and send the Form A3 provided in the Europort Istanbul Exhibitors Manual and in the participation agreement.

2.1. For the Co-exhibitor the Europort Istanbul 2013 General Conditions of Participation will apply.

2.2. The principal exhibitor acts as the joint debtor and several surety for the participation fee that needs to be paid by the co-exhibitor.

2.3. If a co-exhibitor participates without obtaining the approval of NTSR, NTSR shall have the right to terminate its contract with the principal participant without the need to serve any letters of warning and to evacuate the stand to the detriment of the principal participant. The principal participant cannot make any claims for indemnification.

2.4 Co-exhibitors are those who are represented in the stand together with the principal participant, with their own employees and exhibited products.

2.5 Companies which are affiliated with each other or which are within the same group of companies and that are known to be so in the market shall also be regarded as co-exhibitor.

2.6 The co-exhibitor who send the necessary documents to NTSR until the specified dates, which make requests for this purpose and which have made all the payments, can take place in the catalogue with their addresses.

2.7. Approval can be given for group stands that comply with the general concept of the exhibition.

2.8. If a stand has been allocated to two or more companies, each company shall be jointly and severally responsible for complying with the conditions of participation towards NTSR.

2.9. Participants who participate with a group stand shall take place in the catalogue under the "name of the group", and information on company name and these participants shall not be separately mentioned.

2.10. Non-participation of the principal participant shall cause automatic termination of the acceptance of the co-exhibitor.

Article 3. The smallest exhibition space that can be rented is 15 m2. Smaller spaces can be rented only when the floor plan becomes finalised and when suitable locations become available.

Article 4. If the Customers who sign the agreement and accept to participate in the exhibition notify NTSR that they will not participate in the exhibition by sending, within at the latest 15 days as of the date of execution of the registration contract, a notice through notary public, they shall not be obligated to make payment to NTSR. However, if the notification of the decision not to participate (through again notary public) has been served to NTSR later than 15 days, the amount paid until that date to NTSR shall not be refunded. In case of a cancellation of the contract concluded after 31 October 2012, the Customer shall be responsible for fulfilling its payment obligations within the scope of this conditions of participation.

Article 5. The part in respect of "Payment Plan" in the Participation Agreement (Form A2) signifies an undertaking as to by which method the customer will make the payment and it is binding. NTSR may receive from the customer interim bonds or cheques in line with this payment plan. Furthermore, in the event that any of the payments specified in this payment plan are not made in due time or not made in full, all the payments shall become immediately payable and NTSR will be entitled to claim a rediscount (commercial interest) as of the date of issuance of the contract.

Article 6. The amounts that are specified in this contract and that need to be paid by the Customers to NTSR have been specified in Euro terms and the upfront payment and instalments in YTL terms on the basis of the effective selling rate applied by the Turkish Central Bank have also been specified. However, should a foreign currency difference to the disadvantage of NTSR arise between the exhibition opening date and the date of issuance of this contract, this difference may be collected from the Customer through invoicing by NTSR.

Article 7. It is not possible to claim a space outside the Participation Agreement. NTSR has the right to unilaterally change the venue of the exhibition centre, position and surface area of the exhibition stand and decrease the surface area of the exhibition stand, until the commencement date of the exhibition, without being subject to any indemnities.

Article 8. Stands shall be delivered to the security guard of the exhibition after the closing hour every evening and shall be taken delivery of by the stand authorities the next morning, one hour before the opening hour of the exhibition. In case of violation by the Customer of the foregoing provisions, the Customer will be directly responsible on its own for the damages suffered both by itself and also third persons.

Article 9. In case of violation by the Customer of any of its undertakings specified in the Agreement, NTSR has the right to unilaterally terminate the agreement and claim the outstanding amounts and claim from the Customer all kinds of negative, positive and cumulative damages it has incurred, if any.

Article 10. NTSR is entitled to make changes in the settlement plan of the exhibition. NTSR is responsible for notifying the Customer of the change it has made and about the new settlement plan by way of a notice it will serve through the notary public. If, within a period of 15 days as of the date of notification of the change, no written response is received from the Customer by way of a notice through the notary public, the change will be deemed to have been accepted by the Customer. The acceptance by the Customer of the change of space or decision to leave the exhibition shall be resolved by and between the Customer and NTSR. NTSR does not hold any undertakings and responsibilities towards the other Customers in respect of this decision.

Article 12. The Customer is responsible for using the area that has been allocated to it and that has been specified in the agreement without causing any damages to it. It is prohibited to pierce the walls, wall panels, aluminium materials and other fixed materials, it is prohibited to drive nails, make painting, to use adhesive materials other than dual bands and to damage the fixed areas of the exhibition. Otherwise, the Customer shall be responsible for paying in cash all kinds of damages it has caused. The Customer cannot take the products and services it exhibits in the exhibition stand outside the exhibition area unless it indemnifies the damages it has caused.

Article 13. The surface area in net square meters provided by NTSR to the Customer under the Participation Agreement has been clearly specified in the agreement. The projection of any point of the stands can in no manner surpass the corridor. Otherwise, the Customer shall be obligated to make its stand comply with the rules before opening of the exhibition. Any expenses arising there from shall be collected in cash from the Customer who made such infringement against an invoice.

Article 14. All the stands that will be installed at the exhibition area shall be constructed by the Customer. The Customer shall cause the Project for stand decoration it will prepare be approved by NTSR in three dimensional format 45 days before the beginning date of the exhibition. The right to have the projects approved and make changes to the parts where there is violation of the general settlement plan inside the exhibition area belongs to NTSR. Unless written consent is received under supervision of NTSR, the height of the stands can at most be 5 m. The Customers whose projects are not approved will not be allowed to install the stands and make product entry.

Article 15. NTSR has the right to intervene in, or remove, if already made, the installation of the stands, the projects of which have not been approved. It is necessary for the stands neighbouring each other in the exhibition area to contact each other in order to avoid constructional incongruity. NTSR does not accept responsibility by reason of constructional incongruity. It is necessary to close the elevation difference of a stand which is higher than the neighbouring stand, and which overlooks the low stand, with a suitable covering material.

Article 16. The Customer is responsible for notifying the authorised persons (for sound system, architecture, etc) and their contact details to NTSR together with the projects specified in Article 14.

Article 17. If, in the exhibition area, the height of the wall having a side overlooking to the corridor is 3 metres and above, there has to be a distance of at least 1 metre between the corridor and the stand line. Otherwise, NTSR has the right to implement Article 15.

Article 18. NTSR will provide written information regarding visual audio organisations that will be performed in the exhibition area. If there will be a visual show, the projection of this show must not go beyond the stand space. In case loud speakers will be used in the stand space, the direction of the loud speaker should be overlooking to the inside of the stand area. Otherwise, NTSR authorities shall change the direction of the loud speaker as specified. The level of volume at 1 metre from the boundary of the stand has been specified as 85 db. Otherwise, NTSR will warn the customer. If the warnings do not give results, NTSR has the right to cut off the power of the stand for a period of 1 hour. Furthermore, NTSR does not accept responsibility by reason of damages that may arise in the stand at the time of power cut-off. If the same power cut-off causes problems that will be experienced in the general electrical equipment of the exhibition area, the responsibility shall belong to the said Customer.

Article 19. If there is crowdedness in the corridors of the exhibition by reason of the shows that the customer will perform in the stand area, NTSR has the right to intervene in the show and when necessary stop it. All kinds of rights for audio and visual broadcasting in the open and closed parts of the exhibition area (radio, TV, etc.) exclusively belong to NTSR. It is obligatory to obtain permission for broadcasts. Broadcasting vehicles without permission will not be allowed into the exhibition area. Furthermore, NTSR has the right to record participants' stands, activities and product exhibitions by way of photographs, cameras or drawing and to use the same for advertising purposes.

Article 20. The amount for the rental of stand space has been specified on the basis of 1m² stand space. Stand space expresses the stand space only (space without a stand). The services included in this price are as follows:

- a. Determining the exhibition area (m²) and venues
- b. Promotion and announcement of the exhibition
- c. Use of consultancy and technical service offices

- d. Provision of general safety at the exhibition and general cleaning services (cleaning inside the stand belongs to the customer)
- e. Printing and distribution of posters, exhibition catalogue and promotional brochures. Extra services in addition to the rental amount for the stand shall be claimed separately by filling in the appropriate forms in the Exhibitions Manual in addition to the Europort Istanbul 2013 Participation Contract and the extra fee that arises shall be paid by the Customer.

Eventual options for uniform stand construction are mentioned on the application form for exhibition space.

Article 21. In case an upper floor is constructed in the customer's stand space, the price shall be half of the price for 1m² unit space (Article 20).

Article 22. Decoration inside the stand will be made by the customers at their own expense.

Article 23. The customer should pay attention that the stand construction project does not restrain the fire cabinets. The location of the fire cabinets have been shown in the settlement plans.

Article 24. NTSR has generally insured the area of the exhibition. The risks included within the scope of this insurance are natural disaster, fire, flood and leakage. However, this insurance does not cover the commodities that will be exhibited by the Customer at the exhibition. It is recommended that the Customer insures its own stand and products. NTSR shall not be responsible for any lost materials.

Article 25. At the time of preparations before the exhibition, the dates of entry and exit of the companies whose stands will be built by NTSR and who will make their own stands will be notified by NTSR to the Customer. During the time from beginning of entry into the exhibition until exit from the exhibition, NTSR shall have full authority over the exhibition area.

Article 26. It is necessary for the construction materials brought by the customer to the exhibition space for installation are ready for assembly (cut in the proper dimensions, painted, etc.) It is prohibited to use the exhibition area as a workshop and use compressor paints. In addition, it is prohibited to bring LPG, welding gas and other explosives to the exhibition area. Otherwise, the substances that will be identified by the security guard of the exhibition shall be taken outside the area.

Article 27. It has the right to prevent entry of, close the stand of persons who fail to comply with the exhibition participation contract, who violate the peace of the exhibition, who make additions to the stand space they have leased or who bring non-allowed substances, or it has the right not to let them exhibit their products, without having a court order or being prohibited, with no the responsibility to pay any indemnity.

The participants may not have the stand area allocated to them, either partially or fully used by third persons (or companies, for products, services, titles and trademarks of other companies) with or without consideration.

Article 28. For participants, personal identification badges shall be distributed, 1 for each individual for each 3 m². The customer has to inform NTSR in writing of the names, surnames, duties, company names of the employees who will work at the stand. In applications that are made after the date specified in the Exhibitors Manual, personal Identification Badges will not be given and no person without a badge will be allowed to enter the exhibition as participant. The Participants Identification Badge will be delivered solely to the exhibition's authorised person upon a signature.

Article 29. The customers cannot have invitation letters printed without the permission of NTSR. In case of printing of letters of invitation without permission NTSR shall not be responsible. The customers will be given 4 invitation cards for each 1m² rental area. Requests for additional invitation cards will be subject to a price to be specified by NTSR. If the Customers wish to print their own invitation cards, they shall be obligated to obtain written permission of NTSR.

Article 30. The official Europort Istanbul 2013 catalogue shall be printed by NTSR. NTSR is not responsible for wrong or missing information being published in the catalogue, despite the information given by the customer for the catalogue in the Exhibitors Manual. The participant who does not send such information cannot claim to have a place in the catalogue.

Article 31. Europort Istanbul 2013 will be held from 20-23 March 2013. The opening hours of the exhibition are specified in the Exhibitors Manual as well as customers' earliest entry time. Entry and exit of goods into the exhibition area is subject to the approval of NTSR during the opening times of the exhibition. Only the materials that are portable by the customer can be allowed during the opening hours of the exhibition.

Article 32. 30 minutes after the closing time of the exhibition, the electricity of the stands will be cut off. The customers who wish to perform work at their stands after the closing hour need to obtain permission from NTSR at the latest 3 hours before the closing. On the last day of the exhibition, 30 minutes after the closing, there will be general electricity cut-off for safety reasons. NTSR does not accept responsibility for damages that may arise from the said power cut-offs.

Article 33. During the period that will be specified for evacuating the stands, the materials of customers who do not empty the exhibition area shall be taken outside the area without making any warnings. The damages, losses and expenses that will arise at the time of evacuation shall be borne by the Customer.

Article 34. NTSR holds the right to give permission for catering services that will be rendered in the exhibition area. The catering services within the exhibition area shall be provided by the official catering company of the exhibition. Other than these, it is prohibited to bring food and drinks into the exhibition area.

Article 35. NTSR shall distribute the Europort Istanbul Exhibitors Manual to its Customers. The Customer is obligated to fill in and sign the forms in the Exhibitors Manual and send them to NTSR within the specified period of time. NTSR does not accept responsibility for problems that may arise by reason of late delivery of the forms, missing information in the forms, or forms that are not delivered at all. In case requests that are made outside the specified period of time are fulfilled, NTSR will apply 50% price difference on the basis of the agreed prices. If no objections are raised in writing within the exhibition dates in relation to the services demanded in the exhibition area, the service will be deemed to have been received and the customer shall be responsible for paying the invoice.

Article 36. In case the services that will be rendered by NTSR are requested after the last application date specified in the Europort Istanbul Exhibitors Manual, NTSR does not guarantee meeting these requests.

Article 37. NTSR shall not allow entry of carriers such as forklifts, pushcarts, palettes which may damage the carpet after the corridors in the exhibition area are covered with carpets.

Article 38. All technical services (telephone, electricity, water, pressured air, internet, etc.) and other services that will be provided in the exhibition area subject to a fee. At the stage of installation of exhibition stands, electricity will be provided only to the Customer who pays the electricity cost until the payment date specified by NTSR. All these technical connections that will be made at the exhibition stands will be made by NTSR. The responsibility for the damages that may arise by reason of the installation materials that are provided shall be borne by the Customer. All kinds of damages arising from uncontrolled energy consumption shall be borne by the Customer.

Article 39. NTSR has full authority in the exhibition area from the beginning of entry to the exhibition area to the end of exit. It reserves the right to give instructions. Products' entry into and exit from the exhibition area shall be made only within the framework of the schedule that is found suitable by NTSR.

Article 40. The infrastructure materials required for the construction of the stand are placed in the basement of the exhibition area. The Customer should pull these infra structures to the stand area before construction of the stand and leave a space between the stand and the channels so as not to hinder the subsequent infrastructure works. Furthermore, it is recommended that the Customer notifies the architecture company of technical infrastructure details.

Article 41. NTSR has the right to change the venue and date of the exhibition in case the exhibition cannot be opened as a result of circumstances that are beyond its control or disputes or lawsuits that may be encountered with the lessor company which leased the exhibition area to itself or force majeure circumstances such as natural disasters.

Article 42. NTSR has set out the payment plan for Europort Istanbul in Form A2. The Turkish Customers shall pay the exhibition participation fee in cash to NTSR on the payments date(s) specified in the contract. The invoices shall be made out, on the date(s) specified on the payment plan, by converting the invoice amount into YTL (New Turkish Liras) on the basis of the Effective Selling Rate of the Turkish Central Bank prevailing on the invoice date. In addition, VAT (18%) shall be added. In case of payments that are made 10 days after the invoice date, a default interest for the period between the invoice date and the payment date shall be applied at the current interest rate applied in the market. The payments shall be deposited with the bank accounts of NTSR specified on Form A2.

The international Customers will be invoiced by Ahoy Rotterdam and shall pay the exhibition participation fee to Ahoy Rotterdam.

Article 43. The softwares that are exhibited in the stands must be licensed. The customer who, by reason of the titles, products, trademarks, services it will use in the space allocated to it or at any other point of the exhibition, breaches any kind of intellectual property rights of third persons who have participated or have not participated in the exhibition, shall be fully responsible for such infringing act on its own. Furthermore, NTSR shall definitely not be responsible for intervention of third persons in all kinds of intellectual, industrial rights and copyrights by reason of participants' activities in relation to commodities exhibited in the exhibition area or activities concerning the exhibition area. If, as a result, NTSR becomes obligated to make payments to third persons, under any name whatsoever, or if a penalty is imposed, it will be possible to unconditionally take recourse against the customer for the purpose of reinstatement of such amounts together with all the applicable interest and side payments.

Article 44. The stamp duty relating to this participation agreement shall be duly paid by the Customer.

Article 45. NTSR will, pursuant to the law numbered 5174 on principles and procedures concerning organisation of exhibitions within the country, comply with the provisions of safety set forth in the Communiqué issued by the Turkish Union of Chambers and Stock Exchanges.

Article 46. It is obligatory that this agreement, or all kinds of notices that will put the other party in default or non-fulfilment by reason of performance of this agreement or and all other kinds of notifications be made through notary public. All the notices and notifications served in any other manner shall not be valid even if they are received by the other contracting party and will not bear any legal consequences.

Article 47. In case of disputes that will arise out of this agreement, the participant accepts and declares that the records in the books and computers of NTSR shall serve as valid, binding and definite evidence and that it waives all kinds of rights of objection and exemption against such records, and in case of lawsuit, it waives its right to offer an oath that the books of NTSR are appropriately kept. NTSR's company records and commercial books serve as exclusive evidence as per Article 287 of the Law on Civil Procedure and cannot be replaced with any other evidence.

Article 48. Parties hereby accept that they are merchants, that this agreement is a commercial agreement, and that a commercial rediscount interest may be claimed in case of default in payment and in case of all indemnities that will be suffered, and undertake to act as prudent merchants towards each other as specified in Turkish Commercial Code.

Article 49. Parties accept that this agreement shall be governed by firstly the Turkish law, the legislation envisaged in the Turkish Commercial Code, Turkish Code of Obligations and other Laws that are applicable, and that all kinds of disputes that may arise out of this agreement shall be settled by the Turkish Courts and first and foremost the courts and execution offices of Istanbul (Sultanahmet, Levent and Sirkeci).

Article 50. If the Customer who has concluded and signed this contract with NTSR is a capital company, the authorised representative who has signed on behalf the customer under the company seal, accepts and undertakes that he/she will, with the same signature, be the joint debtor and several surety in all the acts of the Customer which he represents (Company) in this agreement.