



8th IRAQ OIL & GAS – BASRA SHOW

International Conference and Exhibition

03–05 December 2019, Basra, Iraq

STAND BOOKING AGREEMENT

www.basraoilgas.com

info@basraoilgas.com

+90 212 356 00 56

EXHIBITOR GENERAL CONTACT DETAILS

All information written in this section will be listed as corporate company details in the Official Exhibitor Directory

Company:	
Address:	
Country:	
Country of Company Headquarters:	General Telephone:
General E-mail:	Website:

EXHIBITOR CONTACT PERSON DETAILS

All communication from Expotim Intl. Fair Org. INC with regard to the Event will be sent to the contact person of the Exhibitor

Contact Person:	Title: Mrs Mr
Position:	Direct E-mail:
Direct Telephone:	Mobile Phone:

EXHIBITOR PROFILE DETAILS

Subsector (please choose):	Upstream	Midstream	Downstream
Company Profile (please choose):	NATIONAL OIL COMPANY INTERNATIONAL OIL COMPANY	GOVERNMENT BODY EPC CONTRACTOR	SERVICE COMPANY OTHERS (please specify)

EXHIBITION BOOKING RATES

STAND TYPES SHELL SCHEME (Price per sqm: 645 \$) Carpet, Peripheral standard panels, fascia board & name (Up to 20 letters free of charge without logo), 1 table, 3 chairs, waste basket, electric supply and socket, 1 spotlight per 3 m ² (minimum area 12 m ²) SPACE ONLY (Price per sqm: 595 \$) For Exhibitors intending to engage their own stand contractor. Only empty space is provided with no equipment. (minimum area must be 12 m ²) OUTDOOR – SPACE ONLY (200\$ - min. 50 sqm)	MULTIPLE SIDE SUPPLEMENT (for multiple side open spots) 5% - 2 Sides Open 10% - 3 Sides Open 15% - 4 Sides Open Registration Fee: 600 \$ <small>*obligatory for all exhibitors and Co-exhibitors (includes general organization expenses: information stand services, accreditation of the Company submitting badges to the fair, entrance cards, one copy of the catalogue, general advertising of the fair; catalogue entry indicating information about the Company).</small>	STAND NUMBER: <small>*may change due to project-related requirements</small>
		TOTAL SQM:
		TOTAL COST (USD): Please contact Event Project Team for Electricity Consumption Fee during your booth construction & exhibition period. (extra charge for space only stands) Please contact Event Project Team for any additional stand material enquiry (extra charge for shell scheme & space only stands)

I ACCEPT ALL TERMS AND CONDITIONS MENTIONED OVERLEAF

- This Stand Booking Agreement, if correctly and fully filled in and duly signed, constitutes a binding agreement ("Agreement") between the company mentioned below ("Exhibitor") and Expotim Intl. Fair Org. INC. pursuant to which Exhibitor will participate as an exhibitor in the abovementioned exhibition ("Exhibition") at the indicated venue ("Exhibition Venue"), subject to all terms and conditions of this Agreement as defined below.
- The signed contract cannot be cancelled and the payment should only be transferred to Expotim Intl. Fair Org. INC. Bank Account mentioned as per below.
- With sending this contract, an invoice will be issued. First 50% of the total amount on the invoice shall be paid in 5 days after the proforma invoice date.
- Remaining 50% can be paid in no more than 1 installment. For the agreements sent less than 3 months prior to the event, 100% payment shall be processed in 5 days after the proforma invoice date. Total amount written on the agreement should be paid directly to Organizer in full amount regardless of any tax or additional charge that might be imposed on the transaction due to local or international tax/payment procedures.

Authorized Person Name:		
Authorized Person Title:	Company Authorized Signature & Stamp	Date:

EXPOTIM INTL FAIR ORG. INC. BANK DETAILS

PAYMENT TERMS

BANK BRANCH ACCOUNT IBAN NO SWIFT CODE	T. GARANTI BANK MASLAK - CODE: 342 9087215 TR71 0006 2000 3420 0009 0872 15 TGBATRISXXX	Amount (USD)	Due Date
		1st Payment	
		2nd Payment	

Kindly sign and stamp all pages of the agreement & return to Organizer by e-mail

By signing & sending this agreement, Exhibitor confirms that he has read, understood and agree to comply fully with the full exhibition terms and conditions overleaf. This agreement is legally valid after received by the organizer via e-mail and the exhibitor hereby accepts this term and confirms to incur all liabilities to the Organizer stated on the agreement.



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OFFICIAL EXHIBITOR DIRECTORY INFORMATION

FASCIA NAME (max 20 characters):	BRAND NAME:	
EXHIBITOR PRODUCT GROUPS/SERVICES (please choose)		
CERTIFICATION AND CLASSIFICATION COMPRESSORS CONSTRUCTION CORROSION AND ABRASION CONTROL DRILLING ELECTRICAL EQUIPMENT ENGINEERING ENVIRONMENTAL EXPLORATION GAS PROCESSING & LIQUEFACTION GASFIELD EQUIPMENT GEOPHYSICS AND GEOLOGY GOVERNMENT / REGULATORY HEALTH AND SAFETY HEATERS, EXCHANGERS	HEAVY MACHINERY & EQUIPMENT HUMAN RESOURCES DEVELOPMENT INSTRUMENTATION IT AND TELECOMMUNICATIONS LAWS AND REGULATIONS LOGISTICS MAINTENANCE AND REPAIR MEASUREMENT, AUTOMATION & CONTROL NATURAL GAS OFFSHORE, SUBSEA & MARINE OILFIELD EQUIPMENT PETROCHEMICALS PIPELINE & PIPELINE SYSTEMS PORTABLE HEATERS POWER SYSTEMS	PRESSURE VESSELS PROCESS PLANTS PRODUCTION PUMPS REFINING RETAIL & DISTRIBUTION SERVICES SECURITY SHIPS, BOATS, VESSELS STORAGE TANKS FOR OIL AND GAS TOOLS & ELECTRO-POWER EQUIPMENT TRANSPORTATION VALVES, METERS WELL COMPLETIONS WELL SERVICING OTHERS (please specify)
COMPANY PROFILE (max 100 words):		

Agreement: the provisions of this Stand Booking Agreement, Expotim Intl. Fair Org. INC. Terms and Conditions for Exhibitions ("Terms and Conditions") attached hereto, which Terms and Conditions Exhibitor declares to have received and accepted, and the arrangements laid down in the Expotim Intl. Fair Org. INC.'s Exhibitor Manual ("Exhibitor Manual"). Expotim Intl. Fair Org. INC. reserves the right to amend provisions of the Agreement and/or matters not specifically covered by the Agreement in the best interests of exhibitors and the Exhibition, at the sole discretion of Expotim Intl. Fair Org. INC. Such amendments shall be binding upon Exhibitor upon notice thereof. Expotim Intl. Fair Org. INC. waives the applicability of (general) terms and conditions of Exhibitor, unless explicitly agreed otherwise in writing.

1. DEFINITIONS
 In these Terms and Conditions, the following definitions shall apply:
 "Stand Booking Agreement" shall mean the application form overleaf.
 "Contract" shall mean the contract established between the Exhibitor and the Organizers upon the Organizers accepting the offer of the Exhibitor to participate, upon these Terms and Conditions and the Application Form, in the Exhibition.
 "Exhibition" shall mean the exhibition stated on the Application Form.
 "Exhibition Centre" shall mean the center named in the Application Form or such other venue as may be selected by the Organizers under clause 4.
 "Exhibition Centre Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Centre.
 "Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organizers for the purpose of the Exhibition under these Terms and Conditions and shall include shell (ready stand) spaces and non-shell (space only/raw) spaces.
 "Exhibition's Official Directory" shall mean the official directory of the Exhibition published by the Organizers or an associated company.
 "Exhibitor" shall include the person described as such in the Application Form and all employees and agents of such person and shall also include permitted sub-licensees of the Exhibitor.
 "Exhibitor Manual" shall mean the manual supplied by the Organizers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time).
 "Fees" shall mean the amount payable for the use of the Exhibition Space (as specified in the Application Form).
 "Organizers" shall mean the person or persons named as the organizer(s) of the Exhibition on the Application Form. "Representatives" shall mean the employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor.
 "Rules and Regulations" shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Centre made by the Exhibition Centre Operator.
 "Force Majeure" shall mean acts of God, flood, drought, earthquake, or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical or biological contamination or sonic boom any law or any action taken by a government or public authority including without limitation, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of building, fire, explosion or accident; any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); non-performance by suppliers or subcontractors (other than by companies in the same groups the party seeking to rely on this clause); and interruption or failure of utility service.

2. RULES AND REGULATIONS AND EXHIBITOR MANUAL
 The Exhibitor shall, and shall procure that its Representatives shall observe and comply with the Rules and Regulations, copies of which are obtainable from the Organizers on request. The Exhibitor shall, and shall procure that its Representatives shall, observe and comply with the Exhibitor Manual.

3. APPLICATION FOR PARTICIPATION
 All applications for participation shall be made on the Application Form which shall be submitted to the Organizers for approval accompanied by a non-refundable/nontransferable deposit for the rental of the Exhibition Space as stated in the Application Form. The Organizers reserve the right to accept or refuse any application without giving any reason. If the Organizers accept an application for participation otherwise than on the Application Form, such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organizers, complete and submit an Application Form. The Exhibitor shall co-operate with the Organizers to provide them with any reasonable information which they require about it. An Exhibitor cancelling or reducing his space reserved shall not receive any refund. Acceptance of any payment made by an Exhibitor does not mean that the application is successful unless and until the booth location has been assigned. The Organizers, reserve the right to accept or refuse any Contract without disclosing the reasons to the Exhibitor. No Exhibitor may refuse the space which is allotted to them, nor for such reason cancel their participation.

4. LICENSING AND ALLOCATION OF EXHIBITION SPACE
 The Exhibition Space is licensed to the Exhibitor only (in common with the Organizers and all others authorized by the Organizers) on a non-exclusive basis. The Organizers reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth by the Exhibitor and, at the sole discretion of the Organizers, to alter the space or transfer or close entrances or exits to the Exhibition facilities and to undertake such structural alterations as they may deem fit. The Exhibitor is not permitted to sub-license the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organizers. The Exhibitor shall ensure that any such authorized sub-licensees comply with this Contract and the Exhibitor Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organizers in accordance with clause 12. The Organizers reserve the right to cancel the participation immediately if booth sub-letting occurs. Any Exhibitor who wishes to use a company name on its Exhibition stand which is different to that stated on its Application Form must submit notice of this change to the Organizers at least three months prior to the commencement of the Exhibition together with the following: (i) documentation signed by a certified accountant or the company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or (ii) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor. The Organizers may allocate the Exhibition Space in any manner as they deem fit but may take into account such factors as the order of applications received and the nature of the Exhibitor's business. The Organizers reserve the right at their sole discretion to change the venue for the Exhibition, the opening hours of the Exhibition, the term of duration of the Exhibition, and/or the date or dates on which the Exhibition is to be held to any date within 6 months of the dates set out in the Application Form, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Application Form, to change or close entrances and exits and access to the Exhibition Space and to undertake any kind of alterations to the Exhibition Space whatsoever. In the event that the Organizers change the date or dates on which the Exhibition is to be held, the Organizers will provide the Exhibitor with notice of that change as soon as practicable. Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organizers. It is recommended that all design proposals be submitted to the Organizers for approval. An Exhibitor who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organizers for approval not later than the time specified by the Organizers in the Exhibitor Manual. The Organizers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations. The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required by the Organizers then the Organizers may undertake the same at the risk and cost of the Exhibitors, and the Exhibitors shall reimburse all costs and expenses incurred in relation thereto by the Exhibitors on demand.

5. EXHIBITS
 No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. Any articles exhibited without prior authorization may be taken away at the expense and risk of the Exhibitor. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licenses) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organizers. Items may not be exhibited outside the limits of the space rented by the exhibitor. 4.2 The Exhibitor is responsible for the cleaning, both inside and outside, of their stand(s) or space(s). Cleaning should not be carried out during the opening times of the Exhibition. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or permit to be stored any hazardous goods (within the meaning of applicable legislation and regulations in the territory in which the Exhibition is held) in the Exhibition Space. Exhibitors shall be liable for any damage to the walls or to any part of the Exhibition premises in which their exhibits are placed and shall not advertising paint or otherwise alter the floors, ceilings, pillars or walls without the prior consent of the Organizers. Literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall. The Organizers reserve the right to remove at the Exhibitor's expense and risk any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not as specified on the Application Form. At such time after the close of the Exhibition as the Organizers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organizers in as good and clean order and condition as it was when initially licensed to the Exhibitor. Any property remaining after the last day designated by the Organizers for material to be removed shall be considered abandoned and may be sold or otherwise disposed of by the Organizers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

6. TERMS OF PAYMENT
 a. Exhibitors shall pay the percentage of the fees specified in the Contract; b. The balance of the fees shall be due by the date specified in the Contract; c. Any and all additional facilities requested by the Exhibitor shall be paid for in advance, without exception. With sending this contract, an invoice will be issued. First 50% of the total amount on the invoice shall be paid in 5 days after the proforma invoice date. Remaining 50% can be paid in no more than 1 installment. For the agreements sent less than 3 months prior to the event, 100% payment shall be processed in 5 days after the proforma invoice date. The Organizers may terminate this Contract if: a. The Exhibitor fails to comply with the payment terms of participation. The allotted space will be cancelled and payment made to the Organizers shall not be refunded; b. The Exhibitor gives written notice of their intention to withdraw, which the Organizers, in their discretion, may permit or decline by written confirmation. The withdrawal of the Exhibitor will cause the Organizers loss and further costs in reselling the stand and the Organizers are therefore entitled to charge these cancellation fees. In case the Exhibitor fails to attend the exhibition for any reason, they shall be liable for paying the full amount of the total participation fee. Total amount written on the agreement should be paid directly to Organizer in full amount regardless of any tax or additional charge that might be imposed on the transaction due to local or international tax/payment procedures.

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Company Authorized Signature & Stamp

+90 212 356 0056

7. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.

Exhibitors and their Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organizers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions. The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organizers in breach of the license (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it. The Exhibitor shall not exhibit counterfeit goods or any goods which infringe any person's intellectual property rights or goods which are prohibited or restricted by local laws or regulations (collectively, "Infringing Goods") at the Exhibition. The Organizers shall have the right without recourse to physically remove any goods that are deemed to be Infringing Goods by any applicable court or regulatory authority and related materials and close down that Exhibitor's Exhibition Stand and the Exhibitor shall not have any financial claim against the Organizers. The Exhibitor agrees to indemnify and hold the Organizers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizers arising out of any infringement or other claim relating to or arising out of any infringing Goods or alleged infringing Goods (including by their display at the Exhibition), the IPR or the Images howsoever caused. It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor. The Exhibitor and its Representatives must wear the identification badges specified by the Organizers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods. The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Centre. The Exhibitor will pay or reimburse on demand to the Organizers the costs of making good any damage caused to the Exhibition Centre or fixtures by it and/or its Representatives. The Organizers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives or to require the Exhibitor and/or any such Representative to leave if in their opinion his or her behavior is in breach of these rules and regulations, any rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organizers is final in this regard.

8.CHANGES

The Organizers have the unfettered right to modify the duration of the Exhibition or the opening and closing times thereof. Exhibitors shall not be entitled to any claim or compensation in connection with such modifications.

9. OTHER OBLIGATIONS

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor Manual set by the organizers. If exhibitor does not act in accordance with the deadlines determined by the organizers and/or not be present in its stand on the first day of the exhibition, organizers have the right not to open the booth of the exhibitor or allocate the booth to another company. Each of the Organizers and the Exhibitor undertakes to the other that it shall use all reasonable endeavors to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed to any third party except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator. Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be included on the Exhibition database, included in the Exhibitor's Official Directory, used in communications with the Exhibitor and otherwise used by the Organizers and associated companies (or their successors or potential successors in business), whether located in Turkey or otherwise, or passed on to third parties for promotion purposes. Any requests for access to or correction of the data can be made to Expotim Int. Fair Org. INC, Fulya Mahallesi Vefa Deresi Sokak No: 9 Fulya / Sisli - Istanbul / TURKEY. A fee may be charged by the Organizers or a relevant associated company for complying with access requests.

10.STAND CONSTRUCTION & DECORATION

Exhibitors may decorate their stand(s) or space(s) in accordance with the relevant guidelines and instructions issued by the Organizers, but only after obtaining written approval by submitting detailed scaled plans in duplicate no less than 2 months before the Exhibition.

11. INSURANCE

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor Manual concerning insurance. The Exhibitor is advised to have in existence prior to its seeking access to the Exhibition Centre and at all times during the term of the Exhibition, and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, a valid insurance policy satisfactory to the Organizers in respect of its and its Representatives' participation in the Exhibition, its Exhibition Space and its exhibits at the Exhibition Centre covering such risks and in such minimum amount(s) as are set out in the Exhibitor Manual. The Exhibitor is advised to have, at all times, valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by Exhibitors and/or as the Organizer may require, in connection with, inter alia, the Exhibitor's property and its activities during the Exhibition (including the moving in and moving out periods). The Organizers shall be entitled to inspect any such insurance policy and receipts for premium at any time. The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, the duration and/or the date or dates of the Exhibition pursuant to clause 4 or any postponement or cancellation of, or other change to, the Exhibition under clause 13.

12.SECURITY

Exhibitors and their representatives should be present at their stands or spaces at all times during the opening hours of the Exhibition. They may not close their stand or space before the appointed time of closing.

13. POSTPONEMENT AND CANCELLATION

13.1) In addition to the Organizers' rights under clause 4, the Organizers may cancel the Exhibition, or at their election, postpone, change the venue of or otherwise make changes to the Exhibition, if in the reasonable opinion of the Organizers the holding of the Exhibition by the Organizers, the performance by the Organizers of their obligation or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with, due to any cause or causes beyond the control of the Organizers including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labor, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibitions and/or public gatherings, or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or use.

13.2) The Organizer may terminate the Agreement without indication of reasons, unilaterally and without compensation by giving 45 days advance written notice any time during the period of this Agreement.

14. TERMINATION

This Contract may be terminated by the Organizers by notice to the Exhibitor upon the occurrence of any of the following events:

- (1) the Exhibition is cancelled under clause 13 above;
- (2) the Organizers are not satisfied that proper use is being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition;
- (3) payment of Fees is not made by the Exhibitor in accordance with Clause 6;
- (4) the Exhibitor is, for any reason, unable to utilize the Exhibition Space allocated to it;
- (5) the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
- (6) the Exhibitor is convicted of any criminal offense or otherwise so conducts itself as to bring itself, the Exhibition or the Organizer into disrepute;
- (7) the Exhibitor is in breach of any provision of this Contract or the Exhibitor Manual; or
- (8) the Exhibitor is in breach of any applicable local legislation, rules or regulations.

Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organizers at the Exhibitor's expense. The Organizers reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organizers in connection with the Exhibition. Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in force after termination.

15. REFUSAL TO PARTICIPATE

15.1 Completion of the Contract-Application and Organizer's receiving it means that Participant agrees to perform full payment according to invoices. In case of refusal to participate after signing of the Contract-Application, Organizer reserves the right to decline the refusal. Even if refusal to participate is declined, Exhibitor is obliged to pay the total amount on the invoice.

15.2 The total fee must be paid by Exhibitor no matter if Organizer leaves the space free or passes it to another Exhibitor. Organizer has the right to refuse to a company wishing to participate, in case its production / printing materials, personnel, etc. do not comply with interests and objectives of the event.

16. LIABILITY AND REFUNDS

Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk. The Exhibitor agrees to indemnify and hold the Organizers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizers arising out of any breach of any of this Contract or the Exhibitor Manual or any other default or negligence of, or any damage or loss caused by, the Exhibitor and/or any of its Representatives. All exhibits are brought to, displayed at and removed from the Exhibition Area at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times. The Organizer shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor or any other person arising in connection with the Exhibition including, without limitation, (a) any theft, fire, (b) use of the Security Room Service, (c) defect in the Exhibition Area howsoever caused, (d) cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organizer, (e) any matter referred to in paragraph 3 & 4 of these Terms and Conditions, (f) any natural calamity or any, act of Master of Vessel, howsoever arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from its booths and its portion of the shell scheme. The Organizers accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organizers or any other person by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services in the Exhibitor's Official Directory or in any promotional material, information or thing produced or commissioned by the Organizers or that Exhibitor, (c) products displayed or sold by an exhibitor at the Exhibition, (d) the Organizers carrying out any of their obligations under this Contract or the Exhibitors' Manual, or (e) any loss or damage or any indirect or consequential loss caused by or arising from any of the equipment and computer systems (inclusive of hardware and software) of and services provided by the Organizers, by any supplier to the Organizers or by the Exhibition Area Operator failing or being defective. For the avoidance of doubt, in the event that the Organizers postpone, change the venue of or otherwise make changes to the Exhibition under clause 4 or clause 13: (a) the Contract shall continue to bind the parties; (b) the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay the balance of the Fees, if any; and (c) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Exhibition. In the event that the Organizers cancel the Exhibition under clause 13: (a) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any such cancellation of the Exhibition. The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are no more than is reasonable to protect the Organizers as Organizers of the Exhibition. Nothing in this clause shall have the effect of limiting or excluding the Organizers' liability for fraud, or for death or personal injury caused by negligence of the Organizers to the extent it cannot be excluded or restricted at law in the relevant jurisdiction, but any liability shall be limited to the minimum liability imposed at law, and not beyond such minimum liability. (b) If it's impossible to hold the exhibition as scheduled due to any reason, the already paid monies by the exhibitor or sponsors shall not be refunded unless the Organizers decide otherwise by refunding the payment after deducting the necessary expenses. (c) If this Agreement is terminated by the Organizer in accordance with the article 10.2, the Organizer shall not be liable for any direct, indirect, consequential loss, damage, expense etc. with the exception of participation fee paid by the Exhibitors.

17. COMPLIANCE WITH LOCAL LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same (including any requirements on tax or on the importation of goods and other items for use in connection with the Exhibition) and for obtaining all consents, approvals, licenses and the like as may be requisite to its participation in the Exhibition. Exhibitor/Participant is solely responsible for arranging its visa, travel and accommodation issues for coming to the exhibition hall. Organizer is not responsible for any liabilities with regard to delivery of exhibition materials to the venue or attendance in the event due to a problem in travel arrangement.

18. GENERAL

The Organizers reserve the right to set off any indebtedness of the Exhibitor to the Organizers against any indebtedness of the Organizers to the Exhibitor in each case on any account whatsoever. No waiver by the Organizers of any of the provisions of these Terms and Conditions, or any of its rights hereunder or the provisions of the Exhibitor Manual shall have effect unless given in writing and signed by any Director of the Organizers. The Organizers' rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor. No waiver by or on behalf of the Organizers of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively. No remedy conferred by any of the provisions of these Terms and Conditions or the Exhibitor Manual is intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor Manual, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. These Terms and Conditions (including without limitation the obligations it contains to comply with the terms of, and to avoid putting the Organizers in breach of, other documents) together with the Exhibitor Manual and the Application Form, supersede all prior agreements, negotiations and discussions between the parties. The Exhibitor may not rely on any representation, warranty, collateral contract or other assurance (except as set out in these Terms and Conditions and the Exhibitor Manual) made by or on behalf of the Organizers before the Exhibitor's participation in the Exhibition, and the Exhibitor waives all rights and remedies which, but for this paragraph, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this paragraph shall limit or exclude any liability for fraud. Time is of the essence in relation to these Terms and Conditions. The headings in these Terms and Conditions have been inserted for reference only and do not affect their interpretation. Nothing in this Contract shall create a relationship of landlord and tenant as between the Organizers and the Exhibitor or give the Exhibitor any estate or interest in the Exhibition Space other than a non-exclusive license. The provisions contained in each clause, paragraph and subparagraph of these Terms and Conditions shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. In the event of any conflict between these Terms and Conditions and the Exhibitor Manual, these Terms and Conditions shall prevail to the extent of any such inconsistency.

19. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in accordance with the laws of Turkey and the Exhibitor submits to the non-exclusive jurisdiction of the Istanbul courts for all purposes relating to this Contract or the Exhibition.

20. SUPPLEMENTAL CLAUSES

Notwithstanding the provisions of clause 3, the Organizers reserve the right to issue supplementary regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor Manual or the Rules and Regulations to the extent reasonable to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.