

Registration deadline – Start of hall planning: **17.01.2018**

Save your  
**early bird conditions**  
till:  
**31 December 2017**

# TOSH EXPO

3<sup>rd</sup> TURKISH OCCUPATIONAL  
SAFETY + HEALTH EXHIBITION

**6–9 MAY 2018**



HALIÇ CONGRESS CENTER  
İSTANBUL

[www.toshexpo.com](http://www.toshexpo.com)

Parallel to the



Organized by



**tezulas**

Tezulas Fuar Dan. Hizm. Ltd. Sti.

A Member of the



Event Portfolio

# Application

**Organizer of TOS+H  
and your contractual partner:**

Tezulas Fuar  
Danışmanlık Hizmetleri Ltd. Sti.  
Bagdat Cad. No: 181/6  
34730 Ciftehavuzlar Kadıköy/İstanbul  
Turkey

Managing Director:  
Demet Tezulas

Phone: 90-216-3856633  
Fax: 90-216-3857400  
mailto:info@tezulas-fuar.com  
http://www.tezulas-fuar.com

**Invoice dispatching and payment  
collection by:**

Messe Düsseldorf GmbH  
Stockumer Kirchstr. 61  
40474 Düsseldorf  
Germany

Managing Board:  
Werner M. Dornscheidt (Chairman)  
Hans Werner Reinhard  
Joachim Schäfer  
Bernhard Stempfle  
Chairman of the Supervisory Board:  
Thomas Geisel

Phone: +49(0)211/45 60-77 62  
Fax: +49(0)211/45 60-77 40  
mailto: info@messe-duesseldorf.de  
www.messe-duesseldorf.de  
District Court (Amtsgericht)  
Düsseldorf HRB 63

**Registration deadline**

**17 January 2018**



Messe  
Düsseldorf

New VAT regulations have been in force since January 1st, 2011 concerning the place of performance of a trade fair service. The place of performance is the place where the recipient of the service runs his business.

## 1. German exhibitors

Net price without VAT (according to amendment dated November 25th, 2011 § 3a(8) value added tax)

## 2. Exhibitors from other EU countries (i.e. non-German EU nationals)

Net price + 19% VAT

To prove that you are an EU exhibitor, you need to provide a valid VAT ID number for your business. As soon as we have received this number, we will send you an invoice without German VAT (reverse charges).

## 3. Exhibitors (businesses) from outside the EU

If, as an exhibitor, your status as a business person is not obvious, you need to provide documentary evidence of such status (e.g. from a professional organisation or association).

So, if you are an exhibitor (businesses) with the necessary documentary evidence of such status, you will receive an invoice without German VAT (reverse charges).

If you are not able to provide the necessary documentation, you have to pay Net price + 19% VAT.

## 4. Turkish exhibitors

Turkish VAT will be levied according to Turkish laws and regulations.

# 1A Application

Page 1 of 2

For use by Organizer only	
Kunden-Nummer	<input type="text"/>
Anmeldung erfasst	<input type="text"/>
Anmeldung geprüft	<input type="text"/>

Please send the original to

**Messe Düsseldorf GmbH**  
**U1 - IFM**  
**Postfach 10 10 06**  
**40001 Düsseldorf, Germany**


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 Chairman of the Supervisory Board:  
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 mailto: info@messe-duesseldorf.de  
 www.messe-duesseldorf.de  
 District Court (Amtsgericht)  
 Düsseldorf HRB 63

Registration deadline –  
 Start of hall planning

Phone.: +49/(0)211/4560-7762

Fax: +49/(0)211/4560-7740

**17 January 2018**

E-mail: [SchreiberG@messe-duesseldorf.de](mailto:SchreiberG@messe-duesseldorf.de)

1 Company and address	
Company	
Address	
Post Code, City	
P.O. Box	Post Code, City
Country	
Value added tax registration number (VAT Reg No)	
! Please pay attention to the Note on VAT on page 2.	
Phone. *)	
Fax *)	
E-mail *)	
Internet	<input type="checkbox"/> M <input type="checkbox"/> F
Owner	<input type="checkbox"/> M <input type="checkbox"/> F
Managing Director	
2 Contact	
<input type="checkbox"/> M <input type="checkbox"/> F	
Name *)	Phone. *)
E-mail *)	Fax *)

\*) Data protection regulations see [www.messe-duesseldorf.de](http://www.messe-duesseldorf.de).  
 Permission for use for promotional purposes can be withdrawn at any time.

M: male  
 F: female

\*\*) All amounts are inclusive of 18 % Turkish VAT

3 Application for stand space	
The following details under 3.1, 3.2 and 3.3 can only be taken into account where feasible and cannot be regarded as a condition of participation. Minimum size: 9 m <sup>2</sup>	
Area in m <sup>2</sup>	Width in metres approx min. max.
	Depth in metres approx min. max.
<p><b>“Early Bird” price valid till 31 December 2017 (date of post mark or fax)</b></p>	
3.1 <input type="checkbox"/> System stand – Basic version	415.– €/m <sup>2</sup>
Space including stand fitting – Minimum size 9 m <sup>2</sup> Details for furnishing and design (form 1C)	Stand construction incl. net surfaces price
3.2 <input type="checkbox"/> Space without standfitting	315.– €/m <sup>2</sup>
Raw space only – Minimum size 36 m <sup>2</sup>	Price for space only
<p><b>Cost for exhibition space effective from 2018</b></p>	
3.1 <input type="checkbox"/> System stand – Basic version	455.– €/m <sup>2</sup>
Space including stand fitting – Minimum size 9 m <sup>2</sup> Details for furnishing and design (form 1C)	Stand construction incl. net surfaces price
3.2 <input type="checkbox"/> Space without standfitting	345.– €/m <sup>2</sup>
Raw space only – Minimum size 36 m <sup>2</sup>	Price for space only
3.3 Registration fee per exhibitor	540.– €**
3.4 Co-Exhibitor fee	600.– €**
Comments	
<hr/> <hr/> <hr/>	

Please turn over

Please re-enter details

Company
Post Code, City

Registration deadline – Phone.: +49/(0)211/4560-7762

Start of hall planning

Fax: +49/(0)211/4560-7740

**17 January 2018**

E-mail: SchreiberG@messe-duesseldorf.de

#### 4 Third party authorized signatory for all legally binding actions for the exhibitor

Third party authorized signatory cannot however be considered as the exhibitor.  
To be completed only if different from company address above.

Company	<input type="checkbox"/> M
Name	<input type="checkbox"/> F
Address	
Post Code, City	
P.O. Box	Post Code, City
Country	
Phone *)	Fax *)
E-mail *)	

#### 7 Invoicing

**Invoicing by mail:**  
We prefer receiving the invoice by mail. For VAT regulatory reasons invoices will always be issued to the exhibitor listed under item 1.

to the address of the exhibitor listed under item 1

to the following billing address

Company	
Street	
Post Code	City
Country	

\*) Data protection regulations see [www.messe-duesseldorf.de](http://www.messe-duesseldorf.de).  
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F: female

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#### 5 Code nos. of products to be exhibited according to the List of Exhibits (form 1D)

Please note that product codes are not automatically listed in the catalogue!

Main area of presentation (list one only)				
Details of main exhibit				
Height	Width	Length	Weight	
Max. concentrated load in kg/m <sup>2</sup> (max. 2.5 t)		Machines in operation (yes/no)		

#### 6 No. of proposed co-exhibitors

The co-exhibitor form 1B must be signed by both the main exhibitor and the co-exhibitor with a company stamp and returned to Messe Düsseldorf.  
Please note: The registration fee of 540.-€\*\* and a co-exhibitor fee of 600.-€\*\* is payable for each co-exhibitor. (see form 1B).

By signing this application we accept as binding the Conditions of Participation of TOSH EXPO 2018. The place of jurisdiction is Düsseldorf, Germany, at the request of Organizer the jurisdiction of the exhibitor's place of business.

Place, Date

Legally binding signature and company stamp

# 1B Application as Co-exhibitor

For use by Organizer only	
Kunden-Nummer	<input type="text"/>
Anmeldung erfasst	<input type="text"/>
Anmeldung geprüft	<input type="text"/>

Please send the original to

**Messe Düsseldorf GmbH**  
**UA – E / RF**  
**Postfach 10 10 06**  
**40001 Düsseldorf, Germany**



#### Organizer of TOS+H and your contractual partner:

Tezulas Fuar  
 Danismanlik Hizmetleri Ltd. Sti.  
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 34730 Ciftelavuzlar Kadiköy/Istanbul  
 Turkey

Managing Director:  
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Registration deadline –  
 Start of hall planning

**17 January 2018**

Phone.: +49/(0)211/4560-7762

Fax: +49/(0)211/4560-7740

E-mail: [SchreiberG@messe-duesseldorf.de](mailto:SchreiberG@messe-duesseldorf.de)

## 1 Main exhibitor

Company	
Address	
Post Code, City	
P.O. Box	Post Code, City
Country	
Value added tax registration number (VAT Reg No)	
! Please pay attention to the Note on VAT on page 2.	
Phone *)	
Fax *)	
E-mail *)	
Place, Date	
Legally binding signature <u>and</u> company stamp of the <u>main exhibitor</u>	

\*) Data protection regulations see [www.messe-duesseldorf.de](http://www.messe-duesseldorf.de).  
 Permission for use for promotional purposes can be withdrawn at any time. M: male  
 F: female

\*\*) All amounts are inclusive of 18 % Turkish VAT

## 2 Code nos. of products to be exhibited according to the List of Exhibits (form 1D)

Please note that product codes are not automatically listed in the catalogue!

Main area of presentation (list one only)

By signing this application we accept as binding the Conditions of Participation of TOSH EXPO 2018. The place of jurisdiction is Düsseldorf, Germany, at the request of Organizer the jurisdiction of the exhibitor's place of business

## 3 Invoicing

Invoicing by mail:

We prefer receiving the invoice by mail. For VAT regulatory reasons invoices will always be issued to the exhibitor listed under item 1.

to the address of the exhibitor listed under item 1

to the address of the exhibitor listed under item 4

## 4 Co-exhibitor

Company	
Address	
Post Code, City	
P.O. Box	Post Code, City
Country	
Value added tax registration number (VAT Reg No)	
! Please pay attention to the Note on VAT on page 2.	
Phone *)	
Fax *)	
E-mail *)	
Internet	<input type="checkbox"/> M <input type="checkbox"/> F
Owner	<input type="checkbox"/> M <input type="checkbox"/> F
Managing Director	

## 5 Contact

Name*		Phone *)	
E-mail *)		Fax *)	

## 6 We are aware that as a co-exhibitor we are required to pay the following fees

Registration fee	540.-€**
Co-exhibitor fee	600.- €**

Place, Date

Legally binding signature and company stamp of the co-exhibitor

# 1C Package price

(incl. net surface price)

## for shell scheme booth one side open



3<sup>rd</sup> TURKISH OCCUPATIONAL  
SAFETY + HEALTH EXHIBITION

6 - 9 May 2018 – Istanbul, Turkey  
[www.tosh-expo.com](http://www.tosh-expo.com)



„Early Bird“  
price valid till  
31.12.2017

**415.-**

€/qm

Regular price  
effective from  
01.01.2018

**455.-**

€/qm

## Services included in the package price

### Stand assembly and dismantling including all ancillary expenses

- Covering the entire floor area of the booth with grey needle punch carpet
- Stand partition walls to the neighbouring booths, 288 cm high
- One fascia with max. 20 lettering (black foil cut, without logo) at the aisle, held by aluminium modular system from top edge of booth, 30 cm high, white
- One lockable storage, 100 x 100 cm
- One lockable cupboard,
- One table, 80 x 80 cm, white
- Three chairs, white
- One spotlight, 100 W, per 5 sqm of booth area, incl. power consumption and electric supply
- One socket, 2 KW
- One waste paper basket

Any waiver of individual company-specific or general services shall constitute no claim to reduction of the participation fee.

\*) All amounts are inclusive of 18 % Turkish VAT

#### Organizer of TOS+H and your contractual partner:

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- 01.01.05 General protective clothing
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## Conditions of participation



3<sup>rd</sup> TURKISH OCCUPATIONAL  
SAFETY + HEALTH EXHIBITION

6 - 9 May 2018 – Istanbul, Turkey  
[www.tosh-expo.com](http://www.tosh-expo.com)

<b>1</b>	<b>Title of event</b>
<b>2</b>	<b>Organizer</b>
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**1 Title of event**

TOSH EXPO 2018  
3RD TURKISH OCCUPATIONAL  
SAFETY + HEALTH EXHIBITION

6 – 9 May 2018  
Istanbul, Turkey

**2 Organizer**

Organizer of TOS+H  
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www.messe-duesseldorf.de  
District Court (Amtsgericht)  
Düsseldorf HRB 63

**3 Venue**

Exhibition Ground of  
Halic Congress Center Istanbul  
Sütlüce Mah. Eski Karaagac Cad.  
34445 Beyoglu  
Istanbul, Turkey

**4 Dates**

Assembly of Stands: 4 May 2018  
5 May 2018 (until 12:00 a.m.)

Exhibition: 6 – 9 May 2018

Dismantling of Stands: 9 May 2018  
Exhibitors: Between 5:00 p.m. and 10:00 p.m.  
Stand assemblers: Between 10:00 p.m. and 12:00 p.m.  
10 May 2018

The exhibition will be opened on 6 May 2018, Sunday.  
Opening times: 6 May 2018 between 1:00 p.m. and 6:00 p.m.  
7-8 May 2018 between 10:00 a.m. and 7:00 p.m.  
9 May 2018 between 10:00 a.m. and 5:00 p.m.

**5** Deadline for Registration – Start of hall planning  
17 January 2018

**6 Registration fee/Catalogue Entry****6.1 Registration fee**

A one-off registration fee of € 540,- is due and payable upon submission of application. The exhibitor shall be billed for such amounts. The registration fee includes a basic entry in the catalogue, consisting of exhibitor's name (in English and Turkish) and the full address.

**6.2 Catalogue Entry**

The exhibitor is forwarded separate forms in due course for catalogue entries in addition to the 6.1 entry.

These provisions (6.1 and 6.2) also apply to co-exhibitors.

**6.2.1** The catalogue is issued by Tezulas. Exhibitors will receive in due time either from Tezulas or an appointed third party full details on catalogue entries and placing of advertisements. No claims can be entertained for incorrect, incomplete or omitted entries.

**7 Participation fees**

The costs of participation to be paid are as set forth in the participation options described under 7.1- 7.5 below.

**7.1 Stand space inside exhibition hall**

**7.1.1** "Early Bird" package price: € 415.-/sqm  
valid till 31.12.2017 (date of post mark or fax)  
(Minimum Stand space: 9 sqm, with surface price)

**7.1.2** Regular package price: € 455.-/sqm  
Cost for exhibition space effective from 01.01.2018  
(Minimum Stand space: 9 sqm, with surface price)

Services included in the package price

Stand assembly and dismantling including all ancillary expenses

- Covering the entire floor area of the booth with grey needle punch carpet
- Stand partition walls to the neighbouring booths, 288 cm high
- One fascia with max. 20 lettering (black foil cut, without logo) at the aisle, held by aluminium modular system from top edge of booth, 30 cm high, white
- One lockable storage, 100 x 100 cm
- One lockable cupboard,
- One table, 80 x 80 cm, white
- Three chairs, white
- One spotlight, 100 W, per 5 sqm of booth area, incl. power consumption and electric supply
- One socket, 2 KW
- One waste paper basket

For additional lighting, outlets etc. it is necessary to order a separate electric main connection.

**7.1.3** "Early Bird" price for Row stand: space only € 315.-/sqm  
valid till 31.12.2017 (date of post mark or fax)  
1 side open (Minimum stand space: 36 sqm)

**7.1.4** Regular price for Row stand: space only: € 345.-/sqm  
Cost for exhibition space effective from 01.01.2018  
1 side open (Minimum stand space: 36 sqm)

**7.1.5** Registration fee per exhibitor 540.- €

**7.1.6** Co-exhibitor fee 600.- €

**7.1.7** We charge a fee of EUR 59.- for each invoice revision requested by you.

All amounts are inclusive of 18 % Turkish VAT

**7.2 Stand construction approval/procedure**

The fees for the stand construction approval/procedure by the fairground owners/organisers can be found in the technical guidelines (see also point 14).

**7.3 Waste Management**

Exhibitors shall immediately dispose of or register for display of any waste and/or residual materials produced during the event or stand construction and dismantling. Hall aisles / escape routes must not be obstructed by waste at any time.

You will find further information in the Technical Guidelines.

#### 7.4 General services and facilities

- Provision of net fair space (stand area) during the official opening hours
- Pro rata charge for collectively used area (difference between gross and net area)
- Stand number
- Cleaning of aisles and passages in halls (exhibitors are responsible for cleaning stands)
- General security (no individual surveillance)
- Fire protection service during assembly, event and dismantling
- Carpet in the aisles
- General illumination
- Design of open-air space and halls (flags, inscriptions)
- Equipping and operating a MD service centre (telephone and telefax exchange, technical facilities office and organiser's office)
- Comprehensive visitor canvassing
- Mandatory liability insurance by local organisers

Any waiver of individual company-specific or general services shall constitute no claim to reduction of the participation fee.

All fees are net, without value added tax, which may have to be paid separately. Any additional technical services required, e.g. power, security elements, water, local labour etc., are provided exclusively by Tezulas at an extra charge and can be ordered using special order forms.

Fees for additional stand assembly services supplementary to those included in the participation fee, and any orders for services shall be agreed on or charged according to Tezulas 's price lists valid at the time of the event.

Exhibitors shall pay additional rental fees for use of such areas outside official opening hours.

The fees published by Tezulas are fixed prices and are binding on both parties once the exhibitor has been admitted. In the event of any change in the initial conditions agreed between local contractual partners and Tezulas or any amendment to legal provisions and fees after admission, Tezulas shall be entitled to charge these to the exhibitor at the current rate.

#### 7.5 Taxation

The participation fees, in accordance with article 7 of the contract, are to be understood as net prices, plus any value added tax and/or usage, or rather, service provision tax required by law. If such taxes are triggered by the services, then they are due in addition to the agreed price.

The customer will effect all payments due hereunder without withholding of, deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by any governmental authority in connection with this Agreement. If the customer becomes obligated by law to make such withholding or deduction at source, the customer will pay to the Tezulas such additional amounts as may be necessary to enable the Tezulas to receive on the due date a net amount equal to the full amount which it would have received the payment had not been subject to the Taxes. The customer shall promptly pay all of the Taxes, deductions and withholdings and shall not later than eight Business Days after receiving the same, furnish the Tezulas with such certificates, receipts or other documents confirming receipt by the competent authority of such payments.

### 8 Application

Applications must be submitted using the enclosed form, acknowledging these Conditions of Participation. The completed application form bearing a legally binding signature should be mailed to:

Messe Düsseldorf GmbH

U – 1, IFM

P.O. Box 10 10 06

40001 Düsseldorf

Germany

No account shall be taken of conditions or provisos contained in applications. Requests for specific sites do not constitute a condition of participation.

The application shall be binding irrespective of admission by Tezulas. No undertaking can be given with respect to exclusion of competitors. Only upon receipt by Tezulas shall the application be deemed to have been submitted; it shall be binding pending final admission or non-admission. Particulars given shall be stored for automatic data processing and shall be made available to third parties upon implementation of the contract.

Express reference is made to the data protection regulations of Düsseldorf Fair (see [www.messe-duesseldorf.de](http://www.messe-duesseldorf.de)).

Applications shall be processed in the order received. Any applications received after the registration deadline can only be considered if sufficient space is available.

Any services offered by companies having exclusive rights in the fair grounds must be ordered through Tezulas.

The VAT ID No. to be stated by the exhibitor (for exhibitors applying from the EU) or verification of the entrepreneur certificate (for applicants from non-EU-countries) is necessary for purposes of VAT classification of the applicant. The applicant provides assurance that the VAT ID No. or the entrepreneur certificate along with classification for his corporate sector is correct and valid. He is obliged to immediately inform the trade fair company of any changes in this respect. The VAT ID No. or sub-certificate is used by the applicant for participation at the event, it is also used for all other business and transactions between the applicant and trade fair company.

### 9 Admission

In principle, only those exhibitors are admitted whose product range is covered by the title and remit of the event. There is no legal right to admission.

Tezulas decides on the admission of exhibitors and exhibits. Any firm which has failed to meet its financial obligations as against Tezulas (from previous fair participations and/or under the terms of these Conditions of Participation, Item 10) may be rejected.

Exhibitors will be informed of admission in writing and admission shall apply only to the exhibitor stated therein. Exhibitors will receive written confirmation via e-mail that they have been admitted with their products.

Notification of admission, whether by via e-mail, constitutes the conclusion of the contract between Tezulas and the exhibitor. The electronic transmission has been made, as soon as the confirmation of admission has become accessible to the exhibitor. The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of e-mails are available. If the exhibitor's relevant e-mail address changes, then Messe Düsseldorf and Tezulas must be notified immediately.

Should Tezulas be compelled to relocate or change individual stands, entrances, exits or aisles at a later point in time, this shall not give rise to any claims. If through no fault on the part of Tezulas the space allocated is no longer available, the exhibitor shall be entitled to a refund of the participation fee. No claims for damages may be submitted.

Following admission by Tezulas (conclusion of the contract), the obligation to pay the participation fee shall remain legally binding even if, for example, the authorities in the exhibiting country do not approve, in whole or in part, the exhibitor's import requirements, or if exhibits fail to arrive in time or to arrive at all (e.g. owing to loss, delays in transit or customs), or if the exhibitor or his agent is delayed or even unable to attend.

Should the exhibitor or his agent fail to take over the allocated stand area two days prior to the beginning of the event, such area may be otherwise disposed of. This shall not release the exhibitor from his contractual obligations or entitle him to a demand refund or lodge any other claims.

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**10 Terms of Payment**

10.1 Participation costs set forth in Item 7 shall become due upon approval of the admission. The exhibitor shall be billed for this account.

10.2 Bills for other, separately ordered services or deliveries shall be payable at the time of performance or on the date of the bill at the latest.

10.3 From 1 January 2006, a European Payments Council resolution requires all European banks to process all cross-border euro payments, received within the European Union and the European Economic Area (EEA), with mandatory BIC (Bank Identifier Code - colloquially known as the SWIFT code) and IBAN (International Bank Account Number) information. Remittances quoting the name of the event, customer's and bill numbers, are payable into any of the following accounts of  
Messe Düsseldorf, Düsseldorf:

Deutsche Bank AG Düsseldorf

BLZ: 300 700 10

Konto-No: 1641 414 00

Swift-Code: DEUTDEDD

IBAN: DE66 30070010 0164141400

BIC-Code: DEUTDEDDXXX

Commerzbank AG Düsseldorf

BLZ: 300 800 00

Konto-No: 211 279 600

Swift-Code: DRESDEFF300

IBAN: DE05 30080000 0211279600

BIC-Code: DRESDEFF300

Stadt-Sparkasse Düsseldorf

BLZ: 300 501 10

Konto-No: 10 117 950

Swift-Code: DUSSDEDD

IBAN: DE94 30050110 0010117950

BIC-Code: DUSSDEDDXXX

10.4 For all outstanding liabilities Tezulas may retain the stand equipment and products of the relevant exhibitor as security.

Sec. 562a, sent. 2 of Germany's Civil Code (BGB) shall not apply. Messe Düsseldorf shall not be liable for damage to and/or loss of goods to which a lien attaches.

10.5 If invoices are sent to a third party on the exhibitor's instructions, the latter shall still remain debtor.

10.6 In case of default, interest shall be charged at a rate 8% above the current base rate according to Sec. 247 of Germany's Civil Code (BGB). Where payment dates are not met, Tezulas shall be entitled to rescind the contract or otherwise dispose of the stand area. Item 11 of the Conditions of Participation shall apply.

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**11 Withdrawal or Non-Participation**

The exhibitor is entitled to withdraw his application prior to admission. Should an exhibitor withdraw his application after the date of deadline for registration but prior to admission, he shall forfeit any advance payment made.

Following admission, the exhibitor is no longer entitled to withdraw his application or reduce the exhibition space. Both the participation fee and any other costs actually incurred must be paid. Where the exhibitor fails to occupy the stand area allocated to him and where such area can be otherwise rented by Tezulas (except by way of exchange), the exhibitor shall pay 40% of the participation fee as well as any other costs actually incurred. The exhibitor reserves the right to furnish evidence that the costs demanded of him are excessive.

Withdrawal by the exhibitor or any waiver of the allocated stand area shall only become effective upon receipt by Tezulas of a written declaration to that effect.

Tezulas is entitled to rescind the contract in the event of an application for insolvency proceedings in respect of the exhibitor's assets or where such an application is rejected on the grounds of insufficient assets. The exhibitor shall inform Tezulas thereof at once.

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**12 Operation of exhibition stands**

During the exhibition opening hours the stand must be manned by a sufficient number of staff and should be accessible to visitors.

Exhibitors have no right of access to other stands outside the official opening hours, unless permission has been obtained from the stand exhibitors. Exhibition stands must be operated in accordance with the legal conditions and administrative guidelines.

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**13 Co-exhibitors and group stands**

Without the prior consent of Tezulas, exhibitors are not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the admission slip cannot be advertised on the stand.

Permission to accept co-exhibitors will be given only upon application in writing by the exhibitor to Tezulas. The co-exhibitor is liable to the same conditions as the main exhibitor. The co-exhibitor is required to pay the co-exhibitor fee to Tezulas.

The main exhibitor will, however, always be liable for the payment of the co-exhibitor's fee/Registration fee. If a co-exhibitor is admitted without the consent of Tezulas, Tezulas will have the right to cancel the contract with the main exhibitor without further notice and to clear the stand at the exhibitor's cost. The exhibitor waives the rights of unwarranted interference. The exhibitor will have no right to claim damages.

Co-exhibitors are all exhibitors who are represented on a stand with their own staff and own exhibits alongside the main exhibitor.

Companies with close economic or organisational ties are also classified as co-exhibitors. Company representatives will not be admitted as co-exhibitors. Additionally represented companies are classified as those whose exhibits are shown by the exhibitor.

Manufacturers of such equipment, machinery or other products which are necessary for the demonstration of an exhibitor's products are not regarded as co-exhibitors or as additionally represented companies. In accordance with the admissions regulations co-exhibitors can be entered into the catalogue with their full address provided all fees have been paid and the necessary documents have been received by the specified deadline.

Tezulas can authorise group stands provided they are in keeping with the overall pattern of the event. Exhibitors on group stands are subject to all regulations. If a stand is allocated to two or more companies, each company will be jointly and severally liable to Tezulas. Companies on a joint stand should nominate a common representative on the application form.

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**14 Exhibits**

All exhibits must be listed individually on the application form giving an exact description. Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent of Tezulas.

Exhibits may not be removed during the course of the event. The operation and demonstration of exhibits is only admissible within the scope of legal requirements and accepted standards. Tezulas is neither in charge of nor responsible for questions of legal requirements and licenses, quotas or transfers of sales proceeds.

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**15 Technical Guidelines**

The Technical Guidelines are a constituent part of these Conditions of Participation and must be adhered to. The Technical Guidelines shall be handed over to the exhibitor at the latest with the order form for services.

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**16 Fair Insurance and Exclusion of Liability**

Tezulas has concluded a general exhibition insurance contract covering the usual insurable risks such as fire, burglary, theft, breakage, leakage and water damage, including the risks of transportation to and from the fairgrounds. On application each exhibitor can have his participation risk covered at his own expense under this general insurance contract. On request a corresponding form will be sent to the exhibitor under separate cover together with the service package offer.

Exhibitors who do not avail themselves of the insurance cover offered by this general insurance contract or do not do so in time acknowledge in respect of the exhibitor company that they waive all right to asserting any claims for damages which would have been covered, had they taken out the insurance protection offered. All damages incurred must be reported in writing to the police and to the insurance broker (also by telex or telefax). Incidences of fire, theft and burglary must be reported to the trade fair management and the police within 24 hours. Tezulas is liable for financial losses and damage to property or assets only in the case of wilful intent or gross negligence. Messe Düsseldorf accepts no duty to exercise proper care with respect to exhibits and/or stand fittings. This exclusion is in no way limited by the security measures provided or decoration services undertaken in individual cases. The exhibitor is liable for all damages caused to third parties as a result of his exhibitor participation, including damage to buildings on the fairgrounds and to the exhibition halls and/or their furniture and fittings, save where such damages are covered by a local third-party indemnity insurance.

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### **17** Circulars

Once the stand areas have been allocated, the exhibitors receive circulars giving information on preparations for and the staging of the fair. Any consequences arising from disregarding these circulars shall be borne by the exhibitor.

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### **18** Reservations

Any rules and regulations of the host country or of the local contractual partner differing from these Conditions of Participation or imposing additional restrictions shall have precedence at all times. Tezulas shall not be liable for any resulting losses or other disadvantages for the exhibitor. Tezulas shall be entitled to postpone, curtail, extend or cancel the event and to close individual or all sections of the fair either temporarily or permanently where unforeseen circumstances so dictate. Should it become necessary to postpone, curtail, extend or cancel the event, the exhibitor shall not be entitled to withdraw from the contract or to claim compensation; should he nevertheless waive his right to the stand area allocated to him, Item 11 of these Conditions of Participation shall apply. Tezulas shall not be liable for any losses sustained or disadvantages suffered by the exhibitor as a result of a cancellation. Rather, the exhibitor shall in such case be required to bear a reasonable share of the costs incurred by Tezulas in preparing for the event. Where the exhibitor has placed orders with Tezulas for services supplementary to those covered by the participation fee (Item 7), he shall be billed for the contributions incurred until this point in time.

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### **19** Final Provisions

All agreements, individual approvals and special regulations require written confirmation by the trade fair company. Wherever admission documents contain the reference that they have been drawn up by Tezulas by computer, even if they contain no signature, they are legally binding. If the exhibitor is already registered with Tezulas for the relevant event and if he/she has his/her own signature, orders/offers are also valid if they are received by Tezulas electronically using this procedure. All claims by exhibitors against Tezulas – with the exception of liability with intent – must be made within 6 months. Claims made thereafter are invalid. The period of limitation starts at the end of the month in which the event finished. The place of jurisdiction is Düsseldorf, Germany, at the request of Tezulas the jurisdiction of the exhibitor's place of business. If the exhibitor loses the case, he/she bears the costs of the legal proceedings as well as the costs of any legal representation.

In the event of any provision of this contract being or becoming wholly or partially ineffective, or should a loophole transpire in this contract, such circumstances shall not affect the validity of the remaining contract. Instead of the ineffective provision and in order to close the loopholes, an appropriate provision shall apply, which in as far as legally possible, most closely approximates the objective which was, or would have been intended by the parties to the contract according to the sense and purpose of the contract, based on their consideration of the provision.

If the ineffectiveness of any provision is due to the extent of service or period (deadline or date), stated therein, it shall be replaced by the legally permitted scope which comes closest to the provision.

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### **20** Salvatorian Clause

In the event of any provision of this contract being or becoming wholly or partially ineffective, or should a loophole transpire in this contract, such circumstances shall not affect the validity of the remaining contract. Instead of the ineffective provision and in order to close the loopholes, an appropriate provision shall apply, which in as far as legally possible, most closely approximates the objective which was, or would have been intended by the parties to the contract according to the sense and purpose of the contract, based on their consideration of the provision.

If the ineffectiveness of any provision is due to the extent of service or period (deadline or date), stated therein, it shall be replaced by the legally permitted scope which comes closest to the provision.

The law of the Federal Republic of Germany is applicable.

THIS FAIR IS ORGANIZED WITH THE AUDIT OF TOBB  
(THE UNION OF CHAMBERS AND COMMODITY  
EXCHANGES OF TURKEY) IN ACCORDANCE WITH  
THE LAW NO. 5174.