



PARTICIPATION FORM POLISH PAVILION

Please return this form to fax number: +31 (0)10-293 3254, per e-mail to: info@europort.nl or per mail to: Ahoy Rotterdam, project team Europort, P.O. Box 5106, 3008 AC Rotterdam, The Netherlands. Or return this form to mr. M. Wedzinski, e-mail: mw@maritime.com.pl.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO THE HIRING OF STAND SPACE

1. General stipulations

In signing this agreement the party hiring stand space undertakes to pay the agreed stand hire charge within the specified periods and to participate in the exhibition in a manner that is consistent with the quality and standard of the event as determined by the party letting the stand space. This agreement is subject to these general terms and conditions. The applicability of any other general terms and conditions is excluded.

The party hiring stand space undertakes to specify the products and/or services that are to be exhibited and/or demonstrated at the exhibition sufficiently in advance. The party hiring stand space also undertakes to strictly comply with all government regulations that apply to the construction and furnishing of the stand, as well as with any general terms and conditions (yet to be) imposed by the management of the building in which the exhibition is held. In any event, the party hiring stand space must comply with the following conditions:

Under no circumstances may objects of any kind be attached to (parts of) the building in any manner whatsoever.

All costs associated with the connection and consumption of gas, water and/or electricity, the connection of telephone lines, the construction and furnishing of the stand, and the transporting of goods and/or stand materials are to be covered by the party hiring stand space. The party hiring stand space undertakes to complete the construction and fuarnishing of their stand prior to the opening of the exhibition and may only start to dismantle the stand and/or remove products from the stand once the exhibition has ended. The party letting the stand space is not responsible for any damage to the stand and/or to any property belonging to the party hiring the stand space, or for any injury sustained by visitors while visiting the stand. The party letting the stand space also rejects all liability for theft of any kind. The party hiring stand space is advised to insure against such risks. The party hiring stand space may only shut their stand or leave their stand unmanned while the exhibition is open if the party letting the stand space has issued prior consent. The party hiring stand space is deemed to have received the stand space in good condition prior to the commencement of the setup period and is obliged to leave the stand space allocated to them in the same condition at the end of the exhibition.

If the party letting the stand space is of the opinion that the quantity or nature of the waste left by the party hiring the stand space is excessive, the party letting the stand space may arrange for the waste to be disposed of at the expense of the party hiring the stand space. The party letting the stand space is entitled to change the stand space that has already been allocated without the party hiring the stand space being entitled to claim compensation for losses of any kind, irrespective of how the losses in question were incurred.

- The party hiring stand space is not permitted to:
 a. Let (part of) the allocated stand space to or place it at the disposal of a third party
- without the written permission of the party letting the stand space.

 b. Use any area outside the allocated stand space for the purpose of distributing printed materials or displaying advertisements without obtaining prior written permission
- from the party letting the stand space.
 c. Inconvenience any other parties hiring stand space in any way.
 d. Exhibit products and/or services other than those listed in the contract and approved by the party letting the stand space. Any such products and/or services must be

removed immediately upon request. In the event that the party hiring stand space fails to fully comply with these terms and conditions, the party letting the stand space is entitled to deny them access to the exhibition, or to order them to remove their stand material and exhibition items immediately. Any such course of action does not constitute grounds for compensation or release from any other obligations imposed by this agreement, including those that apply to the

any other obligations imposed by this agreement, including those that apply to the agreed stand hire charge.

The party letting stand space reserves the right to refuse a party wishing to hire stand space without being obliged to give reasons. The party letting stand space is entirely free in relation to the party hiring stand space to let stand space for the same event to other third parties as it sees fit, regardless of the nature of the parties in question and the

products and/or services they intend to exhibit. If the party hiring stand space wishes to distribute tickets to the event, this must be agreed with the party letting stand space. The stand hire charge must be paid within 30 days of the invoice date. In the event of late registration, the stand hire charge must be paid prior to the commencement of the setup period. If the party hiring stand space fails to pay the sums owed within the specified period, they will be charged statutory interest from the day following the expiry of expiry of the term of payment. The party letting the stand space is entitled to retain items placed in the stand space by the party hiring the stand space until the stand hire charge plus any outstanding interest and costs have been paid in full. The party hiring stand space is not entitled to make any deduction from the stand hire charge, or to suspend any payments that are owed. The party hiring stand space is required to pay VAT on the agreed stand hire charge.

2. Catering
During trade fairs, exhibitions and other events held at Ahoy Rotterdam, the party hiring stand space is not permitted to use any caterer other than Ahoy' Horeca BV, which has the sole and exclusive right to provide catering at Ahoy Rotterdam. Ahoy' Horeca BV also has the sole and exclusive right to sell beverages, food and other products for consumption, including tobacco products, at Ahoy Rotterdam. During an event the party hiring stand space is permitted to bring convenience goods for their own use to the stand

at times specified by the party letting the stand space.

The issuing of foods, beverages and/or refreshments of any kind must conform to the guidelines issued by the Inspectorate for Consumer Goods and the Special Laws section of the municipal police force of Rotterdam and is only permitted if the party letting the stand space has issued prior written consent. Under no circumstances can the party letting the stand space be held liable by third parties (including trade fair participants) for any losses incurred as a result of the issuing of foods, beverages and/or refreshments by the party hiring stand space. The party hiring stand space indemnifies the party letting the stand space from any liability in relation to third parties.

3. Force majeure

In the event of force majeure the party letting stand space reserves the right to cancel the event, in which case the party hiring stand space cannot claim compensation for losses of any kind. Within the context of these terms and conditions force majeure is understood to include any breach of contract through no fault on the part of the party letting stand space and for which the party letting stand spaces does not bear the risk, regardless of whether the situation in question could have been foreseen when the agreement was concluded. Should this be the case, the agreement will be dissolved by means of written confirmation issued by the party letting the stand space, with due

observance of the following procedure. If the entire event is cancelled due to force majeure, all applications for and allocation of stand space will be considered to have been cancelled and any payments already made by the party wishing to hire stand space in respect of the stand hire charge will be refunded minus any costs already incurred by the party letting stand space, which will be divided among the parties wishing to hire stand space in relation to the stand space they wished to hire.

The refund will be issued within 60 days of the decision to cancel the event. If the party letting stand space decides to cancel the event in the absence of force majeure, which the party letting stand space can do at its own discretion, the party letting stand space will notify the party hiring stand space to this effect at least four weeks prior to the commencement of the event, in which case the agreement will be dissolved by means of written notification, and the party hiring stand space will be entitled to a full refund of the stand hire charge, without the party letting stand space being obliged to provide compensation.

Cancellation by the party hiring stand space at any point does not mean that they are released from the obligation to participate in and to pay for their participation in the

4. Set-up of the exhibition

The set-up dates and times are listed in the Exhibitor Manual. Deviation from these times is only possible if the party letting stand space has issued written consent. The party letting stand space reserves the right to interrupt and/or suspend the construction of a stand without prior consultation if this expedites the bringing in of products. Set-up and break-down passes issued by the party letting stand space will be inspected during the set-up days

5. Break-down of the exhibition

The breaking-down of the exhibition may only be done during the period specified in the Exhibitor Manual. All stands must be fully dismantled and removed from the premises. Any stand materials left on the premises will be removed at the expense of the party hiring the stand space. Set-up and break-down passes issued by the party letting stand

space will be inspected during the break-down day.

The party hiring stand space is obliged to comply with the guidelines issued by the party letting stand space with regard to the separation and disposal of waste.

6. Delivery and removal of goods during the exhibition

Delivery and removal of goods during the exhibition is only permitted if the party letting the stand space has issued prior written consent.

7. Concise list of stand construction specifications

The height of the stand construction may not exceed 275 cm. Any departure from this rule must be authorised in writing in advance by the party letting the stand space. All stands must be furnished with floor covering, and must include walls and a fascia board displaying the name of the company in clear lettering.

The party letting the stand space will issue each stand a stand number, as shown on the definitive floor plan issued by the party letting the stand space. Safety regulations designed to reduce the risk of fire at exhibitions also apply. These are outlined below.

- a. Stand walls and the walls of any other constructions must be made of wood, plywood
 or hardboard that is at least 5 cm thick. Fabric walls not backed by hard material are not permitted.

 Ceilings must be made of the materials described above, or of linen, jute or some
- other fabric impregnated with fire retardant chemicals stretched taut over thin metal wire running in one direction with a centre-to-centre distance of 50 cm.
- Any curtains must be impregnated with fire retardant chemicals that meet fire safety requirements.
- Any fabric draped around counters, tables or stands must hang at least 10 cm clear of the floor and must be impregnated with fire retardant chemicals that meet fire safety requirements.
- The use of soft board, cane, flammable plastic, sheets of (corrugated) card or any other readily flammable material is not permitted.
- The space behind the stand may not be used for the storage of packaging materials. Any gas appliances installed in the stand must be equipped with metal gas
- connectors or so-called high-pressure hoses with metal couplings and must be installed in accordance with the fire safety regulations. If gas appliances are to be installed in the stand, the party letting the stand space must be notified to this effect in advance.
- The fire hydrants and/or fire extinguishers in the building must be kept sufficiently clear. The same applies to all of the (doors marked as) emergency exits in the building. Readily flammable or explosive substances, gases or hazardous materials, including materials that pose a radiation hazard, may not be kept in the stand.

 Goods that emit an offensive odour or cause any other unreasonable inconvenience
- or offence and appliances that emit objectionable noise or lighting effects may not be
- Any possibilities not listed here must be submitted to the party letting the stand space for approval in advance

Any other aspects of stand construction and use of the stand can be discussed with and submitted to the Technical Services Department of the party letting the stand space for approval.

8. Other stipulations

The contractual and statutory liability on the part of the party letting the stand space in relation to the party hiring stand space is limited to the stand hire charge. If the party hiring stand space fails to comply with any of the obligations imposed by the agreement, the party letting the stand space is entitled to cancel (part of) the agreement (in writing), without being obliged to issue prior notice of default or to provide compensation.

In all instances in which the party letting the stand space issues a demand for payment or notice of default, or serves a bailiff's notification on, or instigates legal action against the party hiring stand space in connection with this agreement, the party hiring stand space is obliged to cover all costs incurred in the process, including all legal fees that exceed the sum awarded in accordance with the liquidation rate, and all extrajudicial costs which are to be calculated in accordance with the collection rate specified in the Preliminary Work Report II (Rapport Voorwerk II) subject to a minimum of € 768. Any disputes arising directly or indirectly from this agreement are to be brought before

the court of competent jurisdiction in Rotterdam which has exclusive jurisdiction.

This agreement is subject to Dutch law