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Find us here... First Floor, Nile House, Nile Street, Brighton BN1 1HW

12th November 2018

To whom it may concern,

Please find enclosed the signed contract (contract ref 38057) and all invoices relating to the participation of DTEK DETAY TEKNOLOJI VE OTOMOTIV SAN LTD STI at our show, Euro Bus Expo which took place between 30th October 2018 and 1st November 2018 at the NEC in Birmingham.

I can confirm payments for all invoices were received on the following dates; Invoice 084637 – Received by BACS on 2nd May 2018 Invoice 086481 – Received by BACS on 22nd June 2018

Please do not hesitate to contact me should you need any further information.

Yours faithfully,

Stefani Wiley.

Stefanie Wiley | Accounts Receivable Executive +44 (0)1273 645157 | swiley@divcom.co.uk



Diversified Business Communications UK Limited First Floor, Nile House, Nile Street, Brighton, BN1 1HW Company Registration: 4241679 T: +44 (0)1273 645 110

SALES CONTRACT

Please check and/or complete areas below highlighted in yellow

Contract Date: 28/03/2018

Contract Ref: 38057

Issued By: Martin Laverton

30 OCTOBER - 1 NOVEMBE

VEHICLES | TECHNOLOGY | COUCLETON

Reference: Euro Bus Expo 2018, 30th Oct - 1st Nov 2018 - NEC Birmingham

BETWEEN: Company: Diversified Business Communications UK Ltd Contact: Martin Laverton Sales Manager for Trade Shows Position: Address 1: First Floor Address 2: Nile House Address 3: Nile Street Brighton City: East Sussex County: BN1 1HW Postcode:

Country: United Kingdom Telephone: 01733 405735 07793 440281 Mobile:

Email: mlaverton@divcom.co.uk

AND: Company

Client PO No:

DTEK DETAY TEKNOLOU VE

Exhibiting Name: DTEK DETAY TEKNOLOU VE

Contact: Cetin Dogan Export Manager Position: Bin Istanbul Bus Station Address 1:

Address 2: New East Bazaar No A158 Bayrampasa Address 3:

City: Istanbul County:

Postcode: Turkey

Country: Telephone:

Mobile: bluecomtr@hotmail.com Email:

STAND TYPE: Open Sharer Technology Zone Open Wehicle **X**Technology Zone Shell Mini/Midi Shell

SPONSORSHIP: Sponsor hip

STAND SIZE & PRICE:

£234 Stand No: T45 Rate (per m2): £2,106.00 4.5m x 2m Stand Value: Stand Dimension: £105.00 Insurance Participation Fee: Open Sides Quantity: Overall Contract Value (Excl. VAT): £2,211.00 9som Total Stand Size m2:

Please Note: All amounts are shown in GBP. VAT will be added at the current rate where applicable. *Please Note: Your first payment date (Payment 1) includes your insurance Participation Fee*

PAYMENT DETAILS:

Payment No 1* (50%+ Ins Participation Fee): £1,158.00

£1,053.00 Payment No 2 (50%):

Due by:

Due by:

28/03/2018

07/07/2018

*INSURANCE PARTICIPATION FEE:

insurance cover, to comply with Contract Terms and Conditions, has been arranged on your behalf, as a "Participating Exhibitor", under the Master Insurance Policy issued to Diversified Business Communications UK. Exhibitors will be given the opportunity to "opt-out" of this insurance arrangement. By providing satisfactory evidence of suitable alternative insurance cover, they will be entitled to a credit in respect of the insurance participation fee included in the deposit invoice. See Terms and Conditions for details.

SPECIAL OFFER ON PROMOTIONAL OPPORTUNITIES:

Book your Enhanced Catalogue entry now and save £50!!

DISCOUNT PRICE £215 + VAT: Please tick box to confirm []

Includes:

In print - 100 words, colour logo, full contact details

Online -100 words, colour logo, full contact details & weblink (www.eurobusxpo.com)

Ticking any of the boxes above, combined with your signature below, will confirm your banking and you will be invoked accordingly

DECLARATION BY CONTRACTING COMPANY:

We agree to pay the total cost shown above plus VAT (where applicable) and that we will make payment of the amounts shown above on or before the due dates shown. We confirm that we have read, understood and agree to fully comply with the Terms and Conditions attached, and have retained a copy for our own reference. This booking can only be cancelled if written notice is received by recorded mail and cancellation charges will apply as defined in the Terms and Conditions. I confirm I am an authorised signatory of the above company and sign below on its behalf.

IMPORTANT;

Please check the booking details above carefully along with the Terms & Conditions below. Then please sign, date and return the

contract to the organisers. Signed By: Signed By: Print Name: MC Sernat Dogan Position: company manager

Date: 43 /04/ 2018

Countersigned By: M & Land

Print Name:

Martin Laverton

Position:

Sales Manager for Trade Shows

Date:

28/03/2018

Exhibiting Name:.....

euro bus expo 2018

TERMS AND CONDITIONS

Euro Bus Expo 2018

30° October - 1° November 2018 - NEC Birmingham

1.1. The following definitions shall have the following meanings:

a) "the Authorities"; the relevant District or County Council or Metropolitan Borough Council; the relevant Fire Brigade; the relevant Police Department; The Home Office; H M Customs and Excise, and any other relevant Governmental department or body or any other competent authority having jurisdiction in respect of the locality in which the Exhibition is located, in respect of the Exhibition. any exhibit included in the Exhibition or any activity connected with the Exhibition;

b) "the Exhibition": refers to the event detailed above;

c) "the Exhibition Hall": refers to the events centre where the Exhibition is held.

d) "the Charges": all charges shown as the total cost payable by the Exhibitor in the Contract;

el "Exhibitor": the applicant named on the Contract and, where the context admits, together with all its employees, servants, agents, contractors and subcontractors.

f) "Sub-Exhibitor": the applicant named by the Exhibitor on Form 18 in the Exhibitor Manual;

g] "Stand": shall, unless otherwise specified, include any stand or space only site or other area made available to the Exhibitor as shown on the Contract:

h) "Organiser": the organiser riamed on the first page of this Contract, together with all its personnel and agents

i) "Owner": all persons having any proprietary right or interest in or over the Exhibition Hall for any part the reoff from whom the Organiser must obtain the right, and any necessary consent or approval to use the Exhibition Hall for the Exhibition;

)) "person": includes any individual, company, sole trader, partnership or other legal entity;

k) "Contract" the agreement between the Organiser and the Exhibitor:

i) "Rules and Regulations": which are contained within the Exhibitors Manual and forms part of the Contract;

m) "Exhibitor's Manual": contains details of all services relating to the Exhibition and will be sent to all Exhibitors in advance of the Exhibitor's

n) "Cancellation Fee": is equal to the total cost listed in the itemised contract.

1.2. References to statutes or regulations shall include references to such statutes or regulations as amended, updated, consolidated or re-enected from time to time.

2. Payment

2.1. The Charges payable by the Exhibitor as detailed overleaf must be received by the Organiser as follows:

a) 50% deposit due on allotment of space;

b) Remaining 50% of total balance by 7° July 2018. All contracts dated after 7° July 2018 are due for immediate payment.

2.2. The special show offer rate is subject to receipt of payment by the due dates. In the event of late payment, the organiser reserves the right to revoke the special show rate offer and apply the

2.3. If all payments due herounder are not received by the due date, the Organiser may exclude the Exhibitor from the Exhibitor, or term nate the Contract or, (without prejudice to any other rights or remedies of the Organiser), charge the Exhibitor interest at the rate of 4% over the base rate apolying from time to time of HSBC pic on any charges not paid by the que dates for payment thereof from such date until the same are paid.

2.4. VAT: Value Added Tax will be charged on involves to exhibitors when required by UK law.

Invoice dates will be the tax point dates for VAT purposes.

3. Withdrawal/Cancellation

3.1. Once the Organiser receives the signed Booking Form the Exhibitor commits to take the Stand and any additional services and products including advertising, premotional and sponsorship. On receips of the contract the Exhibitor shall be bound to take the Stand allocated, to occupy it at all times when the Exhibition Hall is open to visitors and to pay all the charges in respect of the Stand and any additional services and products including advertising, promotional and sponsorship and otherwise to comply with all the Exhibitor's obligations. In the event that an Exhibitor either wishes to concel the stand booking or any additional services and products including advertising, promotional and sponsorship after acceptance by the Organisor or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Contract or falls to occupy the Stand at least 2 hours before the exhibition opening then the Organiser reserves the right to resell or reallocate the Stand and the Exhibitor will be liable to the following Cancellation charges:

a) Cancellation notice received on or before 21° February 2018 - 50% Cancellation Fee;

b) Cancellation notice received after 21° February 2018 - 100% Cancellation Fee. All contracts dated after 21° February 2018 are subject to a 100% Cancellation Fee.

3.2. If the Exhibitor wishes to cancel then written notice of such wish must be forwarded and received by the Organiser by Recorded Delivery post not later than the dates referred to above.

3.3. Notwithstanding that the Organiser may resell or reallocate the cancelled stand space (or the space IF it is reduced pursuant to paragraph 3.4) the Exhibitor is liable for the full Cancellation charge as set out in paragraph 3.1.

3.4. Reduction of Space. Where an Exhibitor wishes to reduce the size of a Stand booking after acceptance by the Organiser, then written notice of such a wish must be forwarded to the Organiser. The Organiser reserves the right to apply the scale of cancellation charges to the total cost according to the amount by which the stand area is reduced and the Organiser may resell or reallocate the space in question.

3.5. To the extent that such amounts have not been paid, the balance shall be immediately due and payable and if more than the above amounts have been paid, the Organiser shall refund the balance to the Exhibitor following receipt of such cancellation notice

4. Nature of the Contract

4.1. No Stand will be reserved and no Contract shall exist until the Exhibitor has returned to the Organise: the signed Contract and this has been approved by the Organism. Approval by the Organism. implied, unless the Organiser states otherwise.

4.2. The Contract constitutes a licence to exhibit and not a tenancy. The Organiser reserves the right at any time to make such alterations to the floor plan of the Exhibition as may in the Organiser's opinion be necessary in the best interest of the Exhibition as a whole and to after the shape, size or position of the space allotted to the Exhibitor. If, as a result, the space allotted to the Exhibitor shall be reduced, a proportionate allowance will be made to the Exhibitor by adjustment of the charges. No alteration to the space allotted will be mide in such a way as to impose on the Exhibitor any greater liability for rental than that undertaken in the Contract.

5. Exhibitor's Manual

5.1. The Exhibitor's Manual will include the Rules and Regulations, and forms for all services relating to the Exhibition. All relevant forms must be completed and returned by the dates stated on the forms. The Exhibitor must abide by the Contract and Rules and Regulations.

6. Organiser's Liability - Cancellation of the Exhibition, Force Majeure etc

6.1. The Contract shall continue in full force and effect and the Organiser shall be under no obligation to repay the charges paid or payable by the Exhibitor and shall be under no liability to the Exhibitor whatsoever (including, without limitation in respect of any actions, claims, liabilities, damages, losses (including consequential lasses), lass of seles, loss of opportunity, costs or expenses whatsoever which may be suffered or incurred by the Exhibitor whether directly or indirectly,) as a result of the happening of any of the following events:

a) the Exhibition being abandoned, cancelled, postponed, suspended (in whole or in part) or otherwise adversely affected by reason of any act of God, war, fire, flood emergency, drought, labour dispute. trade dispute, terrorist act, threat of terrorism, strike, lockout, civil disturbance, riot, accident, the non-availability of the exhibition hall, or any other cause not within the Organiser's control;

b) any changes in the requirements of any Authority or the Owner in respect of the Exhibition;

c) any adverse publicity or comment regarding the Exhibition made in any newspaper or otherwise promulgated;

d) poor attendance at the Exhibition by visitors or the press

6.2. The Organisers shall be entitled to exercise all or any of the rights, powers or discretions conferred on it by the Contract and Rules and Regulations without assigning any reason and furless otherwise provided) in such manner as, in the Organisers' view, is in the best interest of the Exhibition, in no circumstance, shall the exercise by the Organisers of any of these rights, powers or discretions give rise to any claim against it.

6.3. Cancellation of Exhibition - If the Organiser determines that there is insufficient support for the Exhibition, they have the right at all times to cancel or suspend the Exhibition without notice. In the event of such a cancellation the Exhibitor shall receive a full refund of the cost paid by the Exhibitor for the Stand. Any liability of the Organizer shall be limited to such a refund. The Organizer shall not be responsible for any losses (whether direct, indirect or consequential) incurred by the Exhibitor as a result of such cancellation.

7. Application and Interpretation of and Amendments to the Contract and Rules & Regulations

7.1. The Organiser reserves the right to add to, after or vary any of the Contract or the Rules and Regulations either generally or in respect of one or more exhibitors but only insofar as is necessary.

a) to comply with any relevant Authorities:

- b) to remove any ambiguity or inconsistency,
- c) to ensure the smooth running of the Exhibition;
- d) to better protect the interest of the exhibitors as a whole;
- e) to comply with any insurance policy of the Organiser;
- f) to allewate or remove any actual or potential risk to the health or safety of persons in the Exhibition.

8. Disputes

8.1. Questions or disputes that may arise between the Organiser and Exhibitors or between Exhibitors regarding the interpretation or meaning of this Contract or the implementation thereof, all questions and disputes not provided for by this Contract and the Rules and Regulations shall be referred to and determined by the Organiser whose decision in relation thereto shall be final

9. Entitlement to Occupy Stand

- 9.1. In no Groumstances will an Exhibitor be permitted to erect or occupy its Stand if the Charges have not been paid in full. Should an Exhibitor be prevented from occupying its Stand for this resion, all Charges paid shall be forfeited and the balance of the whole of the Charges due under the Contract shall be recoverable forthwith by the Organiser. The Organiser shall be entitled to utilise the Stand affected to such an Exhibitor in such manner as the Organiser thinks fit, and to recover from the Exhibitor any expenditure involved in so doing.
- 9.2. All exhibits which are the property of the Exhibitor are subject to a general lien and power of sale in law or of the Organiser for all Charges or other sums due from an Exhibitor to the Organiser.
- 9.3. The Exhibitor is not permitted to distribute leaflets, promote or sell products or services in the Exhibition Hall except on the Stand as detailed on the Contract.

10. Use of Stand/ Subletting etc

- 10.1. Exhibitors shall not sublet or divide the Stand allocted to them or permit the Stand to be utilised by any other person or company without the Organiser's prior consent in writing by completing Sub-Exhibiting form in the Exhibition's manual.
- 10.2. Without the written consent of the Organiser, no name(s) other than that of the Exhibitor may be displayed on the Stand, nor may any literature in respect on any goods other than those of the Exhibitor be displayed or distributed.
- 10.3. After approval had been obtained for sub-letting a stand there will be a lee levied for every sub-exhibitor, and this fee is payable by the Exhibitor of the stand. The fee will include a free inclusion into the show catalogue, a fascia board with the sub-exhibitor's name (space permitting) and named exhibitor badges for the sub-exhibitors.
- 10.4. The Exhibitor will be responsible for any subsequent costs incurred by the sub-exhibitor.

11. Right of Entry

11.1. The Organiser and the Owner and those authorised by them respectively have the right to enter the Einfaltion Hall and Stands at any time to carry out inspections, execute works, repairs and alterations and for all other purposes. No compensation will be payable to the Exhibitor for damage, loss or inconvenience caused by the reasonable exercise of this power.

12. Risk and Insurance

12.1. Each Exhibitor exhibits entirely at its own risk.

- 12.2. The Exhibitor accepts liability for all acts or omissions of the Exhibitor, the Exhibitor's servants, contractors, agents and visitors (whether arising from personal injury or damage to property or otherwise) and undertakes to indemnify the Organiser and keep them indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against the Organiser or incurred or become payable by them arising therefrom or in respect thereof including but not limited to claims arising out of damages to the Exhibition Hall or other areas of the venue or outside areas as well as any claims arising out of the supply by the Exhibitor of samples of any kind whatsoever, whether such samples be sold or given away free or including any legal costs and expenses any comprehension costs and disbursements paid by the Organiser on the advice of Council to compromise or settle such claims.
- 12.3. Neither the Organiser nor the Exhibition Hall Owner will be responsible for the safety of any exhibit or property of any exhibitor or any other person for the loss or damage of, or destruction to the same, by theft or fire or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor by reasons of any defect in the building caused by lire, storm, tempest, fightening, national emergency, war, labour dispute, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause within the control of the Organiser whether ejustien generic or not for any loss or damage occasioned if by reason of the happenings of such an event, the opining of the exhibition is prevented or postponed or delayed or abandoned or the building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibition agrees and undertakes to ensure in their full replacement value the contents of the stand and all associated applications.
- 12.4. The Organiser will take such precautions as it may consider appropriate for the proper number of the Exhibition, but will not at any time be responsible for the loss of, or earnage to, or safety of any Stand, exhibit, materials or other property of any Exhibitor or any other person under any circumstances.
- 12.5. It is a condition of this contract that Exhibitors arrange adequate insurance to attend the show. Minimum limits are advised below. Developing Guaness Communications UK Ltd have arranged for Exhibitors to be covered under their insurance policy for a fee. An "Evidence of Insurance as an Exhibitor" occurrent, summarising the cover provided, will be issued with your deposit invoice. Minimum limits are:

Cover HeadingsStandard LimitsBrief Summary of the CoverExhibitor Expenses GBP20,000 cass of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Exhibitor Property at the Versus, in transit to the Versus of damage to the Versus, in transit to the Versus of th

Exhibitor Property GBP20,000Physical loss of or damage to property for which you are responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition.

Exhibitor Liability GBP2,000,000

any one occurrence legal fiability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/ or damage to their property at the Venue.
If you already have suitable Public Liability cover in place please send evidence of satisfactory alternative insurance arrangements to inEvento Ltd. who administers our Exhibitor insurance. This should be received by them at least 30 days prior to the exhibition opening. Please do not send any insurance documentation to Diversified Business Communications UK Ltd. A full specimen policy wording, showing the terms, conditions and exceptions of the cover, is available from InEvento Ltd using the condition. Alternatively, it can be viewed on www.inEventor.co.uk. This service is provided on a non-advised basis and you should make sure that the minimum limits are sufficient for your needs.

Email address: Diversified@inevexco.co.uk

Direct Line - 01732 757616

13. Approval of Exhibits

13.1. The Exhibitor must satisfy itself that its exhibits and/or products comply in all respects with this Contract and the Rules and Regulations and all applicable requirements of all relevant Authorities. The Organiser reserves the right to reject for Inclusion or, at any time before or during the Exhibition to require to be removed any exhibit an of/or service.

14. Stand Constructions

- 14.1. Shell Scheme Stands will be provided by the Organiser and will be in accordance with the specification given in the Exhibitor's Manual, which will be sent to all Exhibitors. The conditions governing the carrying out of all additional contraction work, with which the Exhibitor must comply, are also contained in the Exhibitor's Manual. All corner site Stands must retain their open sides and the Exhibitor must not erect a wall or solid object above a height of Im.
- 14.2. Space Only Exhibitors must make their own arrangements for Stand design and construction of Stands for space only sites and may use either the official contractor or a contractor of its choice. All such Stands will be subject to the approval of the Organiser and the Exhibitor must submit detailed drawings with full plan/elevations and details of constructional and other works to be carried out, materials, method of construction and the name of the proposed contractor, at least two months prior to the opening of the Exhibition. Positions and dimensions of machinery and large exhibits must be shown. No solid walls along the circumference of the stand will be permitted. Exhibitors must satisfy the Organiser that the prection and demolition of the Stand can be carried out safely and within the allotted time.

15. Promotion and Representation

15.1 Whilst the Organiser shall use reasonable endeavour to organise and promote the Exhibition in such a manner as they consider appropriate the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as the audience projections or methods of timing of promotion shall

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constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty. Exhibitor grants the Organiser the right to list Exhibitor in its printed or electronic promotional material and agrees that the copyright to any such materials belongs to the Organiser.

16. Exclusion from the Exhibition and Termination of Contract

16.1. Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the Exhibition:

a) the Organisers shall be entitled i) at the Exhibitor's risk and expense to break open any locks, doors, right sheets, or other protective structure on the Stand or any containers and to dismanile its Stand and to remove and take possession of [and if it thinks fit to place in store] any exhibits or other goods (including any Stand fittings) belonging to the Exhibitor and; ii) to enter a contract with some other person to occupy the Stand;

b) the Exhibitor shall refund to the Organiser any expenses (including storage charges) which the Organiser may have suffered or incurred, and the Organiser shall have a lien on all exhibits or other goods. Taken into its possession for all sums due to it from the Exhibitor, including any such expenses and the costs of enforcing the Exhibitor's rights hereunder;

c) the Exhibitor shall indemnify the Organiser against all claims that may be made against the Organiser by any third party which arise as a result of the Organiser exercising its power under this paragraph;

d) the Organiser shall not incur any liability to the Exhibitor by reason of terminating its Contract or excluding the Exhibitor (as the case may be) or of the exercise by the Organiser of any of its powers under this paragraph nor shall the Organiser be liable to the Exhibitor for any loss or damage to any Scarct, exhibits or goods howspever caused;

e) the Exhibitor shall not be entitled to any refund of the Charges or for expenditure incurred for Stand construction or materials or for Exhibits or otherwise in connection with the Exhibition as if he had occupied the Stand throughout the Exhibition;

f) the Organiser's total liability in contract, tort, (including negligence or breach of statutory duty) or otherwise shall asising in connection with the performance or contemplated performance of this agreement shall be limited in all droumstances to the Exhibitor fees paid.

16.2. Any termination of the Contract by the Organiser shall be without prejudice to the accrued rights and entitlements of the Organiser in respect of any antecedent breach or unfulfilled obligation of the Exhibitor.

16.3. Any exercise by the Organiser of any right conferred on it hereunder for otherwise arising) to exclude the Exhibitor from the Exhibitor shall not affect the validity of the Contract or the rights and entitlements of the Organiser thereunder and the Contract shall continue to full force and effect notwithstanding such exclusion of the Exhibitor.

17. Service of Notice

17.1. Any notice to an Exhibitor or the Organiser under the Contract shall be given in writing. Such notice shall be deemed to have been properly served.

18. invalidity, Representations, Governing Law etc.

18.1. If any provision or part thereof of the Contract or the Rules and Regulations shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall us no way impair or affect any other provision or part thereof all of which shall remain in fulf force and effect

18.2. No statement, representation or warranty (whether express or implied) given or made by or on behalf of the Organiser shall form part of the Contract unless contained in the Rules and Regulations and agreed in writing. Any other terms or conditions sought to be imposed by the Exhibitor are hereby expressly excluded.

18.3. The Contract and the Rules and Regulations shall be governed by and construed in accordance with the law of England.

18.4. No failure or delay by any person in exercising any right, power or privilege under the Contract or the Rules and Regulations shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.



diversified

COMMUNICATIONS . UK

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Defanic Whey
12th November 2018