

GENERAL RENTAL CONDITIONS

Between Başarı Expo Fuarcılık.A.Ş. (hereinafter referred to as the Lessor or Başarı Fuarcılık) and the recipient of the asset being rented Erenler (hereinafter referred to as the Customer or Erenler).

Legal representatives and e-mail addresses:

Başarı Expo Fuarcılık.A.Ş. (Arab Bank Building Port Said Aria Al İttihad Road Makani No : 32005 94654 Office SM1-02-44 Dubai , United Arabian Emirates) is represented by Husnu Murat BUCAK, the exclusive signatory of the company.

Erenler (Badriya Towers Prince Saud Al Faisal Jeddah KSA) is represented by Maha Alzahrani, the exclusive signatory of the company.

Subject of Contract: It is the provision of the exhibition stand requested by the customer within scope of the BREAKBULK MIDDLE EAST 2025 trade fair which will be held at the Messe Cologne) between 10-11, FEBRUARY 2025 by the Lessor.

Event Place : Messe Cologne)

Booth name : Erenler

Hall Number : 4

Booth Number : 234

Booth Length : 6 - Booth width: 10 - Booth Area: 60m2 Booth Height: 3,6 m

Note: The customer assembles his own products.

1. Orders and contractual object 1.1 This contract is intended to be completed, with all contractual effects, starting from the signing of this contract, even if prior to the delivery of the rental good (hereinafter referred to as the Booth).

1.2 By signing this contract, Başarı Fuarcılık grants the customer, who accepts, for the consideration determined in the order, the use of the Asset indicated in the order, owned by Başarı Fuarcılık, under the conditions specified below.

1.3 The company does not acquire with this contract any right of ownership over the Property, with the consequent express exclusion of subleasing the Property, of granting its use to third parties, of removing, altering, destroying and modifying the Property and any component, also ancillary to the same, nor can it alter, destroy, remove or hide any identification codes, serial number or the Başarı Fuarcılık trademark affixed to the Goods, nor can it constitute the Asset as a guarantee or pledge.

2. Scope of validity

2.1 Without prejudice to any derogation and modification that must be approved in writing, these rental conditions are to be considered valid and effective for every order sent by the customer, confirmed by Başarı Fuarcılık and for every single supply by the latter, however, they must be excluded. The existence of an ongoing relationship of administration and / or concession and / or distribution. Upon receipt of the order confirmation from Başarı Fuarcılık, the clauses contained in these general rental conditions are recognized as binding by the customer.

2.2 The customer expressly declares to be aware of the fact that the products hired by Başarı Fuarcılık are exclusively marketed by the same and not by the products themselves.

3. Prices and terms of delivery.

3.1 Unless otherwise agreed in writing, the rental price is in USD and excludes TAX. Unless otherwise agreed in writing, the rental price includes all requests (Annex1) sent in writing by the Lessor. Included Services: Ø Production of the stand in accordance with the design Ø Delivery of the stand to the warehouse of the exhibition center (Logistics) Ø Assembly Ø Disassembly Ø Encasement again after the exhibition Ø Table, Chairs and extra materials Ø General cleannning of the stand after assembly Quotation terms signed in this contract are valid and the following subjects are not included in the offer; Excluded Services: Ø Space reservation / Space fees Ø Stand approval fees Ø Electrical Panel Ø Electricity Use Fees Ø Water Use Fees Ø Internet Use Fees Ø Suspension Rope and Suspension Points (Rigging) Ø Truss (if any) Ø Catering Services Ø Host / Hostess or auxiliary personnel Ø Static calculation fees (if needed) Ø Insurance expenses (3rd party financial liability, goods, etc.) Ø Waste Fees (Recycling) Ø Stand cleaning during the fair Ø Costs of throwing away the remaining stand materials after disassembly (Recycling) Ø Waste Container Rental (If Necessary) Ø Time slot for truck Ø Forklift rental

3.2 In case of incorrect or incomplete collection of information about the place of delivery will be Convention Center and Başarı Fuarcılık has no responsibility.

4. Contract Price and Payment Conditions Within the scope of the contract for the customer stand production, assembly, disassembly and transportation, the Customer shall pay the Lessor a total of 39999 USD + %10 VAT for the rental of the booth.

5. Payments Down payment 70 of contract which is 28000 USD + %10 VAT on the date of mutual signing of the contract will be paid in advance by Customer. And the remaining 20 amount is 12000 USD + %10 VAT will be paid on the first set-up day and the last 10 amount is 5000 USD + %10 VAT will be paid on the delivery day by the Customer. (If the stand delivery day runs into on a weekend, the payment will be made on Friday, the previous working day) and will be made to the company's bank account numbered Kuveyt Türk – 6789087656789876567890 , BIC : ERU78977890987890 . In case any of the payment commitments are not fulfilled, the Lessor may terminate the contract unilaterally and has the right to demand the loss from the Customer. When making the payment, the "pay the other bank charges" option must be selected and payments must be made. If this is not the case, all deductions related to the transfer transactions to be made by the bank will be invoiced to the customer separately. If any of the payment commitments are not fulfilled, the Company may unilaterally terminate the contract and has the right to claim the damages it has suffered from the Customer. The first payment written in the contract is accepted as the down payment. If the Company delays or does not make the down payment, the Company will not start the work. In this case, the Company cannot be held responsible if the stand is delivered late, delivered incompletely or not started at all. In addition, if the remaining balance in the stand delivery is not paid or delayed, the electrical connection of the stand will not be made and the stand may be dismantled. In addition, despite this, the Company has the right to claim its rights arising from the contract with legal interest. The material handling costs related to bringing both the customer's materials and the stand materials produced by the Company to the fairground, the Electric Labor and Hanging Sign hanging costs are paid by the Customer. In this provision, the included and not included article in the offer form signed by the Customer is valid.

6. Delivery Time The stand specified in the contract is delivered until 21:00 one day before the start date of the event.

7. Obligations of the Lessor

7.1 Lessor is obliged to deliver all the products included in Annex 1 of this contract and under his own responsibility to the Costumer in accordance with the contract conditions on scheduled time. If he delivers any of them incompletely, he pays a penalty of 10% of the total contract price. If the products that are delivered incomplete are in a size that will prevent the opening of the stand and the stand cannot be opened to visitors, Lessor must correct all the deficiencies within 24 hours at the latest. If the deficiencies are not corrected during this period and the stand cannot be opened to visitors, it must pay 100% of the total contract amount to the Costumer as a penal clause. The fact that Lessor has opened its stand to visitors eliminates this penal requirement. The events that cause these penal conditions should not take place due to restrictions made due to customs administration, bad weather conditions, traffic accidents, terrorism, pandemic measures, or social events. In the event of that one of these conditions occurs, Lessor is obliged to do its best in good faith to solve the problem as a prudent trader but is exempt from the penal clause.

7.2 Lessor must disassemble the stand after the event and put it in the trash by sticking a garbage label on it. If he does not do this and for this reason, the Costumer may receive a penalty from the

event administration, then he invoices this penalty amount to Lessor and Lessor is obliged to pay this invoice in full.

7.3 Lessor agrees to take all kinds of measures in accordance with the relevant legislation in order to ensure the safety of life and property of third parties due to the supply of contractual works and fulfillment of other obligations. In addition, Lessor is not responsible for any damage that may arise despite all the precautions taken.

7.4 While performing the services within the framework of the Lessor's commitment, Lessor directly responsible for the damages and losses caused to third parties, the environment, or the Customer's personnel due to defective or non-standard working methods.

7.5 Lessor is the only addressee of the rights and obligations of all personnel employed during the stand production and installation stages against the state, and the Costumer has no responsibility in this regard.

7.6 Materials such as tables, chairs, etc. used in the design are taken from the 3d design library and are for visualization purposes. In the real application, the customer is presented with a rental catalog and the customer is expected to choose a product from this catalog. If the customer requests special production furniture other than this catalogue, it is budgeted separately. 7.7 The

responsibility and safety of all materials such as all machinery, equipment, products, devices, etc., which are exhibited on the stand, and their safety during the exhibition belong to the customer. Quattrostand cannot be held responsible for theft or damage to these products. 7.8 Quattrostand acts to

carry out all production and logistics processes in the highest quality, takes the necessary precautions however, it cannot be held responsible for minor mistakes, paint scratches, roughness caused by cutting the material at the edge junction points, etc. that may occur in both production, logistics and assembly processes, and this situation does not include major errors and omissions and is stipulated by the agreement. 7.9 Lines will be seen between the panels on the stands produced with unpainted slide material. These lines may be more or less obvious depending on whether the stand floor is flat and level, they can be in the horizontal or vertical direction according to the design, and it is assumed that the customer was conscious of this situation and

Quattrostand cannot be deemed to be faulty in this regard. Painted walls are made on raw chipboard and due to the texture of the material, tiny grains (granules) can be seen on its surface, it is assumed that the customer was conscious of this situation and Quattrostand cannot be deemed to be faulty in this regard.

8. Obligations of the Costumer

8.1 The Customer will share the prepared and approved (From Organizer Administration) project with the Lessor. The responsibility of getting the project (design and dimensions) approved belongs to the Customer, and upon the signature of the contract, the Lessor accepts that this approval has been received and may start the manufacturing. The Lessor cannot be held responsible for delays and new production costs in case the stand setup is not allowed, or changes are requested by the organizer. Costs arising from changes and delays are invoiced to the Customer.

8.2 The additional services will be provided by organizer or sub-contractors such as; Water, electricity etc. that the Customer wish to use in the booth, will be ordered and paid by the Customer. Then will share the necessary documents with lessor. If these payments are made late or not, the Lessor cannot be held responsible for the delays that will occur if that cause not start the installation process. Even if the booth is delivered late or with deficiencies as a result of these delays, it will be deemed to have been delivered on time and completely.

The client agrees and undertakes to pay all invoices issued by the organizer during the fair process – including material handling fees – in full by the end of business hours on the last day of the fair at the latest. If this obligation is not fulfilled, the organizer will not return the relevant products (e.g. stand equipment) to the contractor and the contractor will cover the additional logistics, storage and similar costs that will arise as a result. In this case, all additional costs will be reflected on the client. The client declares and undertakes that it accepts all legal and financial responsibilities that will arise during this process and is obliged to pay the entire invoice amount without raising any objection.

8.3 The Organizer or the event supplier must deliver the exhibition area to the Lessor on the exact date and time specified. The Lessor cannot be held responsible for the place not being suitable for work or late delivery, delays caused by the deficiencies due to the organizer, or the failure of the stand to be built due to these reasons. Until the delivery time specified in the contract, the Costumer's subcontractors or personnel cannot intervene with the assembly, and cannot act or behave in a way that will affect the assembly works of the Service provider personnel. Otherwise, the Lessor has the right to stop the assembly and the delay will be reflected in the delivery hours.

Additional services may be provided after the agreement upon the requests received from the customer. These additional requests must be made at least 15 days prior to installation. Any additional lighting, furniture, logo, and other items or services not included in this offer, but ordered prior to installation or ordered on site will be invoiced accordingly and be subject to additional charges, if any.

8.4 The Costumer is responsible for the graphic or artwork designs of the images itself. While printing and application of the materials are in Lessor's responsibility. The Lessor is not responsible for any graphic or artwork designing process. All responsibility of the printing or artwork will be used in the booth belongs to the Customer. In case of using a copyrighted image in the design, the Customer will be the addressee of any legal responsibility that may arise. The Lessor will not take any responsibility in this regard. Budgets, designs, drawings, plans and models prepared by us for the client's information will remain as our property and our copyright will be reserved. All or part of them must not be made available to a third party, copied or used in any other way without our consent.

8.5 The Customer shall prepare the digital printing works in the dimensions specified by the Company and deliver them to the Company ready for printing within 1 week at the latest after

the contract date. If the digital prints do not arrive within the specified period, the Customer will be invoiced separately at international prices. For fairs in the United States, the Foil Printing m² price will be \$60, the Fabric Printing m² price will be \$120, for European countries, the Foil Printing m² price will be €30, the Fabric Printing m² price will be \$40, and in other countries, the Company will also notify the Customer. Apart from these, all price differences for materials such as light box letters, forex logos, etc. will be reflected to the Customer by the Company.

8.6 The Customer must use the rented stand without any damage. Drilling holes in walls and floors, hammering nails and similar actions will definitely not to be done. It is not allowed actions such as nailing, sticking glue, painting operations on aluminum materials. Any damage done to the standby the Customer will be compensated in cash.

8.7 Taxes: There is no VAT liability for the services to be performed abroad.

8.8 Insurance and liability for third parties: Organizer may ask for Third-Party Liability Insurance on certain amount of coverage for during the setup, event's running days and disassembling period. The Costumer is responsible for providing the insurance policy, then share the necessary documents with the Lessor.

9. General Provisions

9.1 Transferring and Assigning of the Contract : The Lessor may subcontract all or any part of the work subject to the contract, provided that it is under its own responsibility. However, the Lessor cannot transfer or assign its contractual rights partially or completely to third parties without the written consent of the Costumer.

9.2 Contract Transfer and Merger : In the event that one of the parties is transferred to another company or merged with another company, the other party will continue this agreement with the acquiring or merging company on the same terms. In case of dissolution of one of the parties, the provisions of the International Commercial Code shall be acted upon. In this case, if there is an incomplete or unpaid part of the work, the company in liquidation is credited and debited.

9.3 Bankruptcy of the Parties : If one of the parties is decided to go bankrupt, postpone the bankruptcy or, for any reason, liquidate his business and prevent him from doing his art, the other party may terminate the contract in accordance with the provision of article 3.2.

9.4 Waiver of the Parties' Commitment : In the event that either party relinquishes its commitment without a justified reason after the contract is concluded, the waiving party shall pay the entire contract price to the other party as a penal clause. The right to separately claim the positive and negative damages incurred due to the termination of the contract without a justified reason is reserved.

9.5 Postponement of the Event : In case of the event is canceled by the Organizer or the state authorities of the country where the event is held, for any reason (including force major), this contract is terminated, the Lessor cannot be held responsible for any positive or negative damages that may arise in this case, and the following payment options are valid:

- Cancellation in more than 75 days: 10% of the agreement price
- Cancellation in less than 75 days: 75% of the agreement price
- Cancellation in less than 30 days: 100% of the agreement price is invoiced to the customer. It is invoiced to the Costumer by the Lessor. The invoice amount is paid in advance.

9.6 Laws and Regulations : In the process of the work, the parties will comply with all international laws and regulations and relevant legislation and fulfill their obligations and will also require and ensure that the third parties to whom they will make a contract regarding this work must comply and fulfill their obligations. The party acting in violation of all liability and loss arising as a result of acting in violation of the provisions written in this article will be responsible and will also pay the indemnities accrued against the other party.

10. Force Majeure Failure to fulfill or delay obligations due to circumstances beyond the reasonable control of the exposed Party, including but not limited to accidents of aircraft, ships, trains, trucks, etc. that will occur in logistics channels, strikes, lockouts that may occur in logistics channels in logistics channels in the first point of departure, the countries of transit or the countries with the final destination (land, sea, airlines, airport, port or train

stations, etc.) ,business slowdowns, actions, terrorist incidents, restrictions due to pandemics, delays caused by customs administration, traffic accidents, adverse weather conditions, natural events (flood, avalanche, storm, wind, etc.) or other situations of a similar or different nature. Therefore, no liability will be imposed on the Customer or the Lessor. (Hereinafter referred to as "Force Majeure") The Party that is exposed to the Force Majeure shall attempt to eliminate such cause or causes and shall inform the other Party of the said Force Majeure and its probable duration. In the event that the performance of the work within the scope of this Agreement is delayed as a result of Force Majeure lasting thirty (30) days or more, the other party may terminate this Agreement immediately following a written notice. 11. Settlement of Disputes : Undesirably, the parties accept in advance that ICC (International Chamber of Commerce) Arbitration will be authorized for disputes that may arise regarding this contract, and that any record of the Parties will be accepted as exclusive evidence in the resolution of the dispute. 12. Notices : All notices, requests and other communications to be given within the scope of this Agreement will be made in writing by means of notary public, mail, etc. unless otherwise stated, they will be made to the authorized e-mail addresses specified in Article 1 of this Agreement.

13. Integrity of the Agreement : This Agreement supersedes all prior and existing verbal or written communications and agreements between the Parties regarding the subject of the agreement and constitutes the exclusive whole of the agreement concluded between the Parties regarding the subject of this Agreement. No amendment, reduction, addition or waiver of provisions of this Agreement shall be binding on the Parties unless made in writing and signed by the duly authorized representative of each Party.

14. Legal Compliance

During the performance of this Agreement, each Party shall comply with all applicable national laws, regulations, statutes, permits and orders, including but not limited to all labeling, environment, health, safety, child welfare, wages and hours, labor and other workplace laws and regulations. shall comply with but not be limited to, and shall obtain all necessary permits and approvals for the performance of this Agreement, and shall give specifications, certificates and declarations. 15. Appendices The annexes of this contract are an annex and an integral part of the contract. If there are conflicting provisions in the

annexes, the provision in the contract shall prevail. The price offer given by the firm is a natural addition to this contract and is considered an integral part of it.

16. Copies This contract was signed by the parties on the date of 08.01.2025 consists of 15 main articles and 6 pages, as 2 original copies

Erenler

Başarı Expo

Fuarçılık.A.Ş.

Annex - 1 - Quotat-on Annex

- 2 - Des-gn of the booth

