

TERMS AND CONDITIONS OF PARTICIPATION
in **The Baltic Maritime Economy Showroom**, organised as part
of the 11th edition of The BALT-MILITARY-EXPO Baltic Military Fair,
organised by Międzynarodowe Targi Gdańskie SA.

The provisions of these Terms and Conditions of Participation, hereunder referred to as Terms and Conditions, are binding to the participants in The Baltic Maritime Economy Showroom organised by Międzynarodowe Targi Gdańskie Spółka Akcyjna w Gdańsku [The Gdańsk International Fair Joint Stock Company in Gdańsk], hereunder referred to as MTG.

The following constitute an integral part of these Terms and Conditions:

- The Baltic Maritime Economy Showroom Application Form
- Regulations for the Participants in Fairs Organised by Międzynarodowe Targi Gdańskie SA

1. CONDITIONS OF PARTICIPATION

Application

- 1.1.1. The Baltic Maritime Economy Showroom Exhibitors shall include business entities – companies invited by name by MTG – which offer state-of-the-art devices, while the exhibits on display shall correspond to the thematic scope of the Fair.
- 1.1.2. The application for participation in the Fair may take place following the receipt from MTG of an invitation to enter into a participation agreement.
- 1.1.3. MTG shall send out personal letters of invitation to the selected business entities – companies. A complete set of application documents – order forms for exhibition space rental and other services provided at the Fair – are available in an interactive format on www.baltmilitary.pl. The Applicant shall complete, print and sign the forms and send them by regular post to the MTG Registered Office, independently of an automatic submission of their electronic versions.
- 1.1.4. By sending the completed original of the Application Form to the MTG Registered Office, the Applicant shall confirm the acceptance of the invitation and express its readiness to take part in the Fair. Only a written form of the application shall be considered binding. Applications sent by fax or e-mail shall be treated only as information about the Applicant's intention to take part in the Fair.
- 1.1.5. Application for the Fair by means of submitting a completed and signed Application Form should take place by April 30, 2010 at the latest.

1.1.6. Application Forms sent in after April 30, 2010, shall be considered by MTG subject to the availability of free exhibition space.

1.1.7. MTG shall provide information in writing about the acceptance of the application and the conclusion of a participation agreement, including the agreement for the rental of exhibition space, by sending a Confirmation of Application to the applicant business operators – companies, in which MTG shall specify: the size and type of the space ordered in a pavilion or the outdoor sector. The date of the Confirmation of Application by MTG shall be construed as the Agreement conclusion date. The Application Form, including the exhibition service order forms, Terms and Conditions and the Confirmation of Application shall constitute the Agreement which binds the Exhibitor with MTG.

1.1.8. MTG shall assign exhibition space taking into account the Applicant's specifications, as far as possible and subject to logistics and technical conditions.

1.1.9. MTG reserves the right to change the location, type and size of the exhibition space. If the size, location or type of space assigned by MTG in the Confirmation of Application differs from the space ordered, the Agreement shall be concluded on the terms specified in the Confirmation of Application. Should the Applicant not accept the altered conditions put forward by MTG, it should make such a statement in writing within 3 days of the date of the receipt of the Confirmation of Application.

1.1.10. MTG reserves the right to change the originally assigned exhibition space specified in the Confirmation of Application. In such a case, the participant in the Fair shall not be entitled to compensation from MTG, provided that the return of the overpayment resulting from the fact of assigning a different type of, or smaller space than that originally assigned, takes place within 7 days of the alteration.

1.1.11. MTG reserves the right not to accept an application for participation in the Fair.

1.2. Forms of participation

1.2.1. It is possible to take part in the Fair as an individual Exhibitor or as a Co-Exhibitor.

1.2.2. In the Application Form, the Applicant shall provide details concerning the Exhibitor and Co-Exhibitor, as well as details concerning their exhibition portfolio, including the list of exhibits. The company details (name and address, products/services) as provided by the Exhibitor, and the stand location, shall be published by

MTG in the Exhibitor Catalogue.

1.2.3. In the case of individual participation, the entity (Exhibitor) who applies for participation in the Fair on its own behalf and account, and who orders exhibition space by signing the Application Form, shall be the party to the Agreement with MTG.

1.2.4. An Exhibitor shall have the right to enter Co-Exhibitors for participation in the Fair. MTG's permission for the participation of a Co-Exhibitor shall be given to the Applicants in the Confirmation of Application. A Co-Exhibitor shall have the rights and obligations of an Exhibitor, in the scope resulting from the registration fee paid, and to conclude other agreements related to the participation in the Fair on its own behalf and account. An Exhibitor and the Co-Exhibitor shall have a joint and several liability for all and any obligations towards MTG resulting from the conclusion of these agreements.

1.2.5. The Exhibitor shall not have the right to give its exhibition stand to other entities for free use or to sublet it without the written consent of MTG.

1.3. Cancellation of participation

1.3.1. The Applicant may cancel its application or withdraw from the concluded Agreement referred to in 1.1.7. above. The cancellation of application or the withdrawal from the Participation Agreement require written form under pain of invalidity. Electronic form or a statement sent by fax shall not be considered written form.

1.3.2. A withdrawal from the Participation Agreement no later than 21 days prior to the commencement of the Fair shall create an obligation to pay a handling charge to the value of the full registration fee and 10% of the total net value of the exhibition space rental and the services ordered, as specified in the Application Form. The above amount shall be increased by 22% Value Added Tax. The date of the receipt of the letter (containing the statement of withdrawal) by MTG shall be construed as the date of participation cancellation. MTG reserves the right to deduct the handling charge from the advance payment.

1.3.3. The withdrawal from the Participation Agreement later than 21 days prior to the commencement of the Fair shall result in an obligation to pay the handling charge to the value of the full registration fee and the full amount due for the rental of exhibition space and other services ordered and already performed by MTG (e.g. stand construction, advertising services).

1.3.4. In the case of withdrawal from the Participation Agreement, the Applicant shall be obliged to return by

regular post the original of the Confirmation of Application received from MTG.

1.3.5. MTG shall be obliged to return the advance payment (remaining after the deduction of the handling charge) in the case referred to in 1.3.2 above within 14 days of the withdrawal from the Participation Agreement.

1.3.6. Failure to make the payment referred to in 2.8. and 2.9. below by June 02, 2010 shall mean that the Exhibitor has withdrawn from the participation in the Fair, with the effects set out in 1.3.3. above.

2. FEES AND TERMS OF PAYMENT

2.1. The prices for the rental of the exhibition space, registration fees and all services performed for the Exhibitors at The Baltic Maritime Economy Showroom are set in PLN.

2.2. If a PLN invoice cannot be accepted, invoices can be raised in EUR or USD.

- The value of orders placed by December 31, 2009 shall be converted according to the EUR or USD exchange mid-rate announced by the National Bank of Poland on July 01, 2009.
- The value of orders placed after January 01, 2010 shall be converted according to the EUR or USD exchange mid-rate announced by the National Bank of Poland on January 02, 2010.

2.3. Fees for participation in the Fair:

- a. registration fee
- b. exhibition space rental fee
- c. stand construction and equipment fee
- d. fee for extra services

2.4. The Exhibitor registration fee of PLN 500 + 22%VAT and Co-Exhibitor registration fee of PLN 400 + 22%VAT cover the cost of: advertising and promotion of the event in the media, the participation of the company's representative in the Fair's side events – Exhibitors' Meeting (room rental, entertainment, refreshments), symposia and presentations (room rental, speakers' fees, refreshments), the publication of the Exhibitor Catalogue, exhibitor / service passes and the car park pass.

2.5. The fee for exhibition space with booth (shell scheme) covers: space rental for the duration of the Fair, stand setup and dismantling, white partition walls, carpet, 1x1m storage room with curtain, 3 spotlights and one electric socket per each commenced 9m² (excluding the cost of connection and use of electric power), a fascia board with company name, a clothes rack and a litter bin.

74 1240 1271 1787 0000 1492 0859, IBAN PL 74, SWIFT CODE: PKOPPLPW

- 2.6. The fee for exhibition space without booth (shell scheme) covers: space rental for the duration of the Fair.
 - 2.7. The exhibition space rental fee also includes:
 - general decoration of the exhibition facilities and outdoor area,
 - cleaning of the gangways and corridors,
 - security and fire protection (during the Fair, on the day before and the day after the Fair).
 - 2.8. Exhibitors who submit their application and make the advance payment prior to April 30, 2010 shall pay the registration fee and 50% of the gross value of the exhibition space and services ordered. Exhibitors shall be obliged to pay the outstanding 50% of the gross value of the order no later than 30 days prior to the commencement of the Fair. MTG shall issue VAT invoices to cover the advance payments made.
 - 2.9. Exhibitors who submit their application after April 30, 2010 shall be obliged to pay 100% of the gross value of the exhibition space and services ordered, and the registration fee.
 - 2.10. The settlement of accounts shall take place by means of an invoice, to cover the services provided (extra passes, equipment, electrical service connection etc.), within 7 days of the conclusion date of the Fair. The amount due shall be payable within 7 days of the receipt of the invoice.
 - 2.11. Bank charges shall be covered by the Exhibitor
 - 2.12. The exhibition stand shall be transferred to the Exhibitor upon the presentation of proof of payment into the MTG bank account for the exhibition space and services ordered. A bank receipt shall be construed to be proof of payment. Please quote the name of the Fair on the proof of payment.
 - 2.13. The entity which applies for participation in the Fair – the Principal (i.e. the entity who signs the Application Form) – shall be the payer (the invoice recipient). Should the Principal designate a third party (a physical or legal person) as the payer at the completing and the signing of the Application Form, then the Designated Payer shall provide a written statement of its acceptance of the Principal's liabilities. The liability of the Designated Payer and the Principal towards MTG shall be joint and several.
 - 2.14. Payments for the services performed by MTG shall be made to MTG's bank account.
 - PLN / konto: PEKAO SA - IV O/Gdańsk
61 1240 1271 1111 0000 1492 0846
 - EUR / bank account: PEKAO SA - IV O/Gdańsk
66 1240 1271 1978 0000 1492 0862, IBAN PL 66, SWIFT CODE: PKOPPLPW
 - USD / bank account: PEKAO SA - IV O/Gdańsk
3. STAND CONSTRUCTION AND EQUIPMENT
 - 3.1. MTG provides services consisting in the construction and furnishing of exhibition stands, in accordance with the Application Form. An Exhibitor may order exhibition space (by the metre) together with a booth and equipment or commission MTG to build a custom (individual) stand.
 - 3.2. The size of the exhibition space must not be smaller than 9m² (3x3m).
 - 3.3. MTG shall present a design of a STANDARD stand, for the Exhibitor's approval. The Exhibitor shall accept the presented design or submit its comments in writing. Requirements for changes to the stand design can be submitted no later than 21 days prior to the commencement of the Fair. Any changes made after this deadline shall be implemented in the order of their submission, as far as possible, subject to technical conditions, and at an extra charge.
 - 3.4. The Exhibitor shall be liable for any missing components or damage to the booth or its furnishings and shall be responsible for covering the cost of repairs or purchase of the damaged or missing components of the stand. An assessment of the damage to or loss of property shall be performed by a commission nominated by MTG in the presence of the Exhibitor's representative.
 - 3.5. Should the Exhibitor order exhibition space without a booth, there shall be an obligation to pay a handling charge of PLN 12.00 + 22%VAT per 1 m² of floor space for using the exhibition infrastructure at the time of stand setup and dismantling. A VAT invoice shall be issued to cover the handling charge. The Exhibitor may construct and equip the stand by itself or contract this out to an external company.
 - 3.6. Prior to the commencement of the stand setup, the Exhibitor shall be obliged to discuss and obtain a written approval of the stand design, electrical wiring and setup schedule from MTG. While constructing and equipping its stand, the Exhibitor is obliged to follow the Regulations for the Participants in Fairs Organised by the Gdańsk International Fair Co. (MTG S.A.), especially the setup and dismantling dates, the required certificates on the slow-burning properties of the materials used, the ban on welding work and on any grinding of materials. The Exhibitor is obliged to comply with the common legally binding construction, assembly and fire regulations. Should an Exhibitor fail to meet the above requirements, MTG shall have the right to suspend the

construction of the stand. No elements of the booth can protrude beyond the area of the stand.

- 3.7. Electrical, water and sewage connections to the stand shall be performed exclusively by MTG services. Any arbitrary connection of wiring systems is prohibited. The wiring and equipment to be installed must have anti-shock protection, while the distribution board must be equipped with a residual current circuit breaker.
- 3.8. The fixing of advertisements, banners and stand components to pillars, ceilings, walls and floors requires MTG's written consent. At the same time it is forbidden to fix any elements permanently to the booth walls and structural components.
- 3.9. MTG reserves the right to any possible use of the external walls of the Exhibitor's stand.

4. ORGANISATION OF WORK AT THE EXHIBITION STAND

- 4.1. The Baltic Maritime Economy Showroom takes place from June 23 to 25, 2010.

The opening hours for Visitors:

June 23-24, 2010	10:00 - 17:00 hrs
June 25, 2010	10:00 - 16:00 hrs

The opening hours for the Exhibitors:

June 23, 2010	08:00 - 18:00 hrs
June 24, 2010	09:00 - 18:00 hrs
June 25, 2010	09:00 - 20:00 hrs

- 4.2. Stand setup:

June 20, 2010	08:00 - 16:00 hrs
June 21, 2010	08:00 - 20:00 hrs
June 22, 2010	08:00 - 20:00 hrs

- 4.3. Exhibitors' entry / arrangement of exhibits.

The taking over and arrangement of the stands shall take place on June 22, 2010 from 08:00 to 20:00 hrs.

After this time, it will be impossible deliver or unload the exhibits at the exhibition venue. If the stand is not made up within that time and the Organiser is not informed about the cause thereof, this shall be treated as withdrawal from the participation in the Fair

- 4.4. During the opening hours of the Fair, the exhibition stands should be available to the visitors. The temporary closing of a stand requires the prior permission of MTG. The Exhibitor is obliged to secure its property on its own, at its own expense and risk, for the duration of the closing of the stand.
- 4.5. Any replacement or supplementation of the items on display may be done only after obtaining permission from MTG and should take place prior to the opening or after the closing of the Fair to the visitors.

- 4.5. The cleaning of the stands can be performed only prior to the opening or after the closing of the Fair to the visitors.

5. STAND DISMANTLING

- 5.1. The removal of the exhibits or the dismantling of the stand prior to the conclusion of the Fair is prohibited. The removal of the stand may begin after the closing of the Fair to the visitors: on June 25, 2010 after 16:00 hrs until 20:00 hrs, and must be finished no later than on June 26, 2010 by 16:00 hrs.
- 5.2. After the conclusion of the Fair, the Exhibitor shall be obliged to remove the exhibits and return the used exhibition space to its original state no later than by 16:00 hrs on June 26, 2010.
- 5.3. All decorative elements attached to the booth's structural components must be removed without damaging the components.
- 5.4. Any exhibition stand components or equipment left during the dismantling without notice to MTG shall be deemed abandoned property.

6. SECURITY

- 6.1. The exhibition venue shall be protected round the clock by the exhibition centre's safety and security services.
- 6.2. MTG shall provide the security for exhibition halls after they are closed to the Visitors up until they are opened the following day (excepting 6.3. below). The halls shall be opened, closed and sealed by a commission. The Exhibitor has the right to delegate its representative as a member of the commission which opens and closes the halls.
- 6.3. Various kinds of weapons and their parts may be exhibited only in locked display cases or in other devices with burglary protection. Firearms and ammunition must be secured at the Exhibitor's expense without interruption for the entire duration of the Fair (including night hours).
- 6.4. During the Fair, there is a ban on exhibiting explosives, poisons, detonators and other dangerous or harmful substances. Their imitations, models or dummy display items are permissible.

7. TRANSPORT, CUSTOMS AND FORWARDING

- 7.1. All the transport and forwarding activities (unloading, loading, packaging storage, customs clearance) at the exhibition venue can be performed exclusively by the official The Baltic Maritime Economy Showroom forwarders:
- C. Hartwig Gdynia S.A.
ul. Łopuszańska 36, 02-220 Warszawa, Poland

Contact Person: Jolanta Kołacz, mobile +48 502 01 28 29
tel. +48 22 609 18 86, fax +48 22 609 19 00
e-mail expo@chg.pl, www.chg.pl

- TRANSMEBLE INTERNATIONAL Sp. z o.o.
ul. Łacina 1, 61-132 Poznań, Poland
Contact Person: Ryszard Szejner
e-mail: ryszard@transmeble.com.pl
mobile: +48 504 103 565
tel. +48 61 865 68 07, +48 61 865 68 13
www.transmeble.com.pl

- 7.2. The transport and forwarding of exhibits and other goods brought to the Fair, as well as the activities related to the obtaining of a permit for the entry of these goods, shall take place at the Exhibitor's expense.
- 7.3. All the exhibits, advertising materials, foodstuffs intended for receptions and formal meetings, as well as goods for stand construction brought in by non-European Union foreign Exhibitors are subject to customs clearance.
- 7.4. In the case of the customs clearance of exhibits and goods from non-EU countries to be used for stand construction and furnishing, the use of ATA carnets is recommended.

8. EXHIBITOR CATALOGUE

- 8.1. MTG publishes an Exhibitor Catalogue, which includes information about the Exhibitors and their products/services. Every Exhibitor and Co-exhibitor is obliged to produce and submit its organisation's details to be entered in the Exhibitor Catalogue (black-and-white logo, company name, address and contact details, information about its products/ services in max. 800 characters incl. spaces, but no more than 15 lines in Polish and English each).
- 8.2. The Exhibitor and Co-Exhibitor are entitled to a catalogue entry in the industry sectors which reflects their product/service offer. The industry sectors are compliant with the scope of the fair presented in Form 7.
- 8.3. The Exhibitor is entitled to place a paid advertisement in the Catalogue pursuant to the terms and conditions specified in the application: Catalogue Entry Order Form. An order for an additional advertisement in the Catalogue shall be completed on condition that a ready advertisement design is submitted by April 30, 2010.
- 8.4. The List of Exhibitors is also published on the www.baltmilitary.pl website, where the Exhibitor may order a link to its website, at an extra charge, on terms specified in the application: Advertisement Order Form.

8.5. MTG shall not be liable for any damage which might ensue from any errors or omissions in the Exhibitor Catalogue.

8.6. Every Exhibitor and Co-Exhibitor, whose entry is included in the List of Exhibitors, shall receive one copy of the Exhibitor Catalogue free of charge.

9. OTHER EXHIBITION SERVICES

- 9.1. MTG provides the following services, at an extra charge:
- rental of rooms and organisation of conferences
 - organisation of promotional events
 - translation and copying of promotional materials
 - rental of extra booth equipment and furniture
 - design and construction of custom (individual) stands
 - art and graphic design services
 - hostess / interpreter service at the exhibition stand
 - cleaning of exhibition stands
 - internet and telecommunications access

10. PASSES / INVITATIONS / CAR PARK PASSES

- 10.1. The Exhibitor shall be authorised to enter the exhibition venue during the Fair, to set up and dismantle its stand on the basis of personal Exhibitor Passes with the bearer's name (to be collected at the Exhibitor Service Office). Depending on the size of exhibition space ordered, the Exhibitor shall receive:
- 3 passes for a stand up to 20 m²,
 - 1 pass per each extra 10 m² on top of the 20m² of floor space.
- 10.2. On the stand setup and dismantling days, the setup crew shall be authorised to enter the exhibition venue by means of Service Passes (Serwis) with the bearer's name.
- 10.3. Exhibitors can use one car park pass, which they are entitled to, and which authorises them to enter the MTG premises throughout the duration of the Fair, i.e. June 23-25, 2010, and on June 22, 2010. The Exhibitor may purchase extra car park passes.
- 10.4. On the exhibitor entry day, a deposit of PLN 50 shall be charged per vehicle upon entry to the MTG premises, which authorises vehicle parking time of up to 2 hours. The deposit shall become non-refundable if the assigned time is exceeded.
- 10.5. Truck entry to the exhibition venue shall be allowed only through Gate D, Droszyńskiego St. side.

11. INSURANCE

- 11.1. The Fair's participants should take out civil liability insurance and insure their property at the exhibition venue (exhibits, equipment and devices at the stand, structural components and furnishing of the stand, private property, company vehicles etc.) on their own both during the Fair and during the setup and dismantling of the exhibition stands. MTG's indemnity shall not be limited in any way despite the introduction of special measures for the security and safety of the exhibition venue.
- 11.2. MTG shall not be liable for any damage to the property of the Fair's participants caused by Force Majeure.
- 11.3. MTG shall not be liable for any damage or loss to the property of the Fair's participants caused by third parties or caused by the injured party during the setup or dismantling of the exhibition stand, or during the Fair.
- 11.4. The Fair's participant is obliged to inform MTG and the police in writing about the occurrence of any theft immediately after it has been discovered.
- 11.5. MTG shall not be liable for any damage caused by the Exhibitor's exhibits, equipment or actions.

12. INTERNAL RULES AND REGULATIONS

- 12.1. The Exhibitor is obliged to follow the current Regulations for the Participants in Fairs Organised by Międzynarodowe Targi Gdańskie S.A.
- 12.2. Smoking, the use of open fire and the use of electric heating devices is prohibited in the exhibition halls. Bringing in chemical substances which constitute a fire hazard is prohibited.
- 12.3. The blocking of human and vehicle access to fire-fighting equipment, as well as the blocking of gangways and emergency exits is prohibited.
- 12.4. The Exhibitor is obliged to make all the sections of its stand available to the MTG commission for fire inspection.
- 12.5. Advertising outside of the Exhibitor's stand requires the permission of MTG and may be done only through MTG upon the payment of an extra charge.

13. COMPLAINTS

- 13.1. Any complaints from the Fair's participants addressed to MTG shall be submitted in written form.
- 13.2. Exhibitors' complaints regarding stand construction by MTG, stand location and the size of actually occupied space shall be considered by MTG provided that they are submitted in writing up to and including the last day of the Fair (prior to the dismantling of the stand).
- 13.3. Other Exhibitor complaints may be submitted no later than within 7 days of the last day of the Fair.
- 13.4. No complaints shall be considered after the deadlines specified above.

14. FINAL PROVISIONS

- 14.1. In the event of circumstances beyond its control (especially: Force Majeure, government decisions), MTG reserves the right to cancel, partially close, shorten or postpone the date of the Fair. In such cases the Exhibitor shall not be entitled to damages or a reduction of the fee for the rental of exhibition space.
- 14.2. The Fair's participant should respect the current laws of the Republic of Poland and the laws of the European Union.
- 14.3. Any disputes which may ensue from participation in Fairs organised by MTG or the services performed by MTG shall be settled by the materially competent common court in Gdańsk.
- 14.4. The Polish text of the Terms and Conditions shall prevail in the settlement of any disputes. Polish law shall prevail in the interpretation of the provisions of the Terms and Conditions.