

18th World Hydrogen Energy Conference 2010

Trade Fair, May 17–19, 2010, Messe Essen

Binding Trade Fair Registration Form for the 18th World Hydrogen Energy Conference 2010 May 17–19, 2010, Essen, Germany

Issued by the organiser

Energieagentur NRW, represented by ee energy engineers GmbH, Munscheidstrasse 14, 45886 Gelsenkirchen, Germany

Administered by

Peter Sauber Agentur Messen und Kongresse GmbH, Wankelstrasse 1, 70563 Stuttgart, Germany

Phone: +49 (0)711/656960-50, Fax: +49 (0)711/656960-99, e-mail: tradefair@whec2010.com

Company _____

Street/P.O. Box _____

Telephone/Telefax _____ Postcode/Town _____

Country _____ e-mail _____

Contact: Mr/Ms _____ Co-Exhibitor/Sub-Exhibitor* _____

(Please enter complete address. Please add on separate sheet.)

* The contract is made exclusively between the main exhibitor and the organiser.

The main exhibitor is liable to the organiser for any infringements on the part of the sub-exhibitor.

Type of company

Manufacturer Importer Association Wholesaler Organiser for group participation Other (please specify)

Exhibits/Products

1 _____ 2 _____

3 _____ 4 _____

We hereby rent the following booth

Booth Type	Minimum size	€/sq m	sq m	Booth width min./max.	Booth depth min./max.
<input type="checkbox"/> Inline booth (1 side open)	12 sq m	200			
<input type="checkbox"/> Corner booth (2 sides open)	30 sq m	225			
<input type="checkbox"/> Peninsula booth (3 sides open)	50 sq m	250			
<input type="checkbox"/> Block booth (4 sides open)	80 sq m	275			

To be completed by the organiser:	Booth width
Booth no.	Booth depth
Booth type	Area of booth

Prices are exclusive of statutory VAT.

IMPORTANT!

- The fees for the booth include the ground area only. Boundary walls and electrical connection must be ordered separately.
- We will be pleased to make you an offer for booth construction services.

We accept the attached General Contractual Conditions.

Place, date

Legally binding signature/Company stamp

General Contractual Conditions

§ 1 Conclusion of the contract

§ 1.1 Forwarding of the registration form to the organiser does not confer the right to participate in the trade fair. It rather represents an irrevocable offer on the part of the exhibitor with a validity of four weeks, still requiring acceptance by the organiser. The contract comes into being when the exhibitor receives a confirmation of the booth booking from the organiser within the offer period. The offer period begins when the organiser receives the registration form.

§ 1.2 In addition to the following conditions, the Special Participation Regulations and also the house rules of Messe Essen which are supplied to the exhibitor before the beginning of the event constitute an integral part of this contract.

§ 2 Object of the contract/prices

§ 2.1 The exhibitor rents the area booked in the registration form in accordance with the stated conditions.

§ 2.2 Presentation of exhibits/products which are not stated in the application is only permitted with the prior agreement of the organiser. The same applies to distribution of samples.

§ 3 Placement

§ 3.1 The booth area which is rented is located in a suitable position by the organiser. The exhibitor does not have a right to a certain position.

§ 3.2 In order to make use of the exhibition area in the best possible way, the organiser can change the position stated to the exhibitor at any time up to the start of the booth construction and can allocate the exhibitor a different position of the same category and size.

§ 4 Design of the booth

§ 4.1 The exhibitor undertakes to provide his booth with the necessary number of back and side walls.

§ 4.2 Otherwise, the design and equipment of the booth is the task of the exhibitor. He must observe the rules regarding construction, dismantling and design of the booth listed in the Special Participation Regulations.

§ 5 Booth operation/exhibitor pass

§ 5.1 The exhibitor undertakes to assign personnel with the relevant expertise to operate the booth for the entire period of the exhibition.

§ 5.2 The exhibitor receives exhibitor passes depending on the size of the area rented as follows:

for an area of	04 – 20 sq m	2 exhibitor passes
for an area of	21 – 30 sq m	3 exhibitor passes
for an area of	31 – 40 sq m	4 exhibitor passes
for each additional 10 sq m or part thereof		one further exhibitor pass

§ 6 Advertising

§ 6.1 Advertising of any kind, in particular distribution of printed matter and addressing of visitors to the trade fair, is only permitted inside the booth area that has been rented.

§ 6.2 Permission must be sought from the organiser for the use of visual and acoustic advertising means. The organiser may refuse the permission or may revoke permission once given if the means used create a not merely minor disturbance for other exhibitors and/or visitors to the trade fair.

§ 7 Prohibition on subletting/exchange of booth/assignment

§ 7.1 Subletting of the booth area to third parties or allowing third parties to make use of the booth, as well as exchange of the booth area with another exhibitor requires the prior agreement of the organiser.

§ 7.2 Assignment of claims against the organiser to third parties or transfer of the entire contractual relationship to third parties requires the prior agreement of the organiser.

§ 8 Conditions of payment

§ 8.1 The exhibitor undertakes to pay the agreed booth rental by at the latest three months before the planned start of the trade fair without deduction of costs.

§ 8.2 If the exhibitor is in arrears of payment, either partially or totally, the organiser shall be entitled to terminate the contract. If the organiser makes use of his right to terminate the contract § 11 paras. 2, 3 shall apply.

§ 9 Non-participation of the exhibitor

§ 9.1 In the case of cancellation or non-participation, the exhibitor shall pay the fee agreed for the booth area, unless the organiser succeeds—with the trade fair otherwise fully subscribed—in renting out the booth area elsewhere without loss. If the organiser is only able to rent out the booth area of the exhibitor for a lower price than that agreed with the exhibitor, the exhibitor shall be liable for the difference.

§ 9.2 The organiser is not obliged to accept an alternative exhibitor proposed by the initial exhibitor.

§ 10 Cancellation/relocation/rescheduling/abandonment

§ 10.1 The organiser may relocate or reschedule the trade fair before the start for good reason, in particular in cases of force majeure, or may shorten the duration of the trade fair or cancel it altogether. In the case of relocation or rescheduling, the exhibitor shall have the right to withdraw from participation within 14 days of learning of the change. If the trade fair is cancelled with final effect by the organiser, both contractual parties shall be released from their contractual obligations.

§ 10.2 In the case of relocation or rescheduling or significant reduction in the duration of the trade fair in advance of the event, the exhibitor is not liable to pay participation fees if he makes use of his right of withdrawal. The organiser shall reimburse any amounts already paid. The same applies in case of cancellation of the trade fair by the organiser.

§ 10.3 In the case of an insignificant reduction in the period of the trade fair announced prior to the start of the event which is not the responsibility of the organiser, the exhibitor shall not have the right of withdrawal or the right to reduce the payment to be made. The same shall apply if the trade fair has to be abandoned or shortened after the start for good reason, particularly in cases of force majeure, without the organiser being responsible for the abandonment or the shortening.

§ 11 Infringement of obligations

§ 11.1 Infringement of obligations on the part of the exhibitor entitle the organiser to terminate the contract with immediate effect if the exhibitor has not ceased the infringement despite being set a period of grace, or if it is not reasonable for the organiser to continue the contractual relationship and therefore to allow a period of grace due to the type and/or seriousness of the infringement.

§ 11.2 In the case of justified termination of the contract, the obligation of the exhibitor to pay the participation fee remains, unless he is able to prove that no damages or only minor damages have accrued to the organiser.

§ 11.3 The right of the organiser to raise further claims for damages shall remain unaffected.

§ 12 Security

§ 12.1 The exhibitor is himself responsible for supervising and guarding the booth and any objects within it during the period of the trade fair and during installation and dismantling.

§ 12.2 Outside the opening times, the organiser only undertakes general supervision of the hall. Services regarding care, custody or other services aimed at protecting the interests of the exhibitor are not provided by the organiser. Exhibitors are therefore recommended to keep valuable items which can easily be removed under lock and key at their own expense.

§ 13 Insurance/Liability

§ 13.1 Liability on the part of the organiser is excluded with the exception of

a) damages from injury to life, limb or health which are based on deliberate or negligent infringement of obligations on the part of the organiser or a legal representative or vicarious agent of the organiser.

b) liability for other damages which are based on wilful or grossly negligent infringement of obligations or which are based on infringement of major contractual obligations of the organiser based on slight negligence, or such infringement on the part of a legal representative or vicarious agent of the organiser.

§ 13.2 In case b), the liability of the organiser in the case of negligent infringement is limited to the damages typical of this type of contract that were foreseeable at the time when the contract was concluded and to the necessary expenses. In the case of delay damages due to slight negligence, the damages are limited to 5% of the agreed payment.

§ 13.3 The liability exclusions and limitations described in § 12 paras. 1 and 2 do not apply in the case that a warranty is given for the quality of the booth area or in the case that a fault is not stated or mentioned with intent to deceive. In this respect, the legal provisions shall apply.

§ 13.4 All claims for damages against the organiser, for whatever legal reason, shall lapse after one year from the time of transfer of the booth to the exhibitor, and in the case of tort liability from the time of knowledge or grossly negligent ignorance of circumstances justifying the claim and of the person liable for damages. The provisions of this paragraph do not apply—and the provisions of the law shall then apply—in case of liability for wilful intent and in the cases described in § 12 para. 13.3. Any shorter periods of limitation based in law shall take precedence.

§ 13.5 The organiser shall not bear any kind of insurance risk for the exhibitor.

§ 14 Right of lien

§ 14.1 The organiser shall have a right of lien as regards the items brought to the booth area by the exhibitor until all his claims have been met.

§ 14.2 The lien shall be implemented in accordance with the relevant legal provisions.

§ 15 Offsetting/Withholding of payment

§ 15.1 The exhibitor is only entitled to offset or withhold payment if his counterclaims are undisputed or have been finally established in law.

§ 15.2 Exercise of the right to withhold payment also assumes that the counterclaim of the exhibitor is based on the same contractual agreement.

§ 16 Regulations under public law

§ 16.1 The exhibitor undertakes to observe all planning, labour, copyright, advertising, industrial and all other regulations under public law (e.g. accident prevention regulations).

§ 16.2 The exhibitor shall be liable to the organiser for damages which accrue to the organiser because of infringement of regulations under public law by the exhibitor and/or his employees and/or vicarious agents.

§ 17 Governing law/Legal venue

§ 17.1 This contract shall be governed solely by the law of the Federal Republic of Germany.

§ 17.2 The legal venue for all disputes arising from the contract, including disputes regarding cheques and bills of exchange, is the registered office of the organiser. The organiser is also entitled to take action at the legal venue responsible for the registered office of the exhibitor.

§ 18 Other

§ 18.1 Any changes to this contract must be made in writing.

§ 18.2 If any provision of this contract should be or become invalid, the validity of the other provisions shall remain unaffected.