

## **TERMS AND CONDITIONS**

### **Article 1: REGISTRATION PROCEDURE**

#### **1.1 Application - Contract**

- For participation in Exhibition, the submission of the "Application - Contract" to be duly filled in and signed by an authorised person representing the Applicant is required.
- Submission of the "Application - Contract" constitutes the Exhibitor's order and binds the Exhibitor to take part in the exhibition and strictly follow the provisions of these Terms and Conditions as well as the applicable health and safety regulations.
- Only "Application -Contract" accompanied by receipt of registration fee payment will be accepted. Submission of "Application - Contract" is not a guarantee of space provision unless the full payment is made.
- The Organiser may accept or deny the application. Placement of the booth of the Exhibitor is at sole and absolute discretion of Organiser.
- The Organiser will provide the written confirmation of the Exhibitor's order by sending "the Letter of Acceptance" to the Applicant. All agreements concerning exhibit space should be in writing. No verbal agreement including those involving space confirmation, allocation and payment will be respected.
- The Organiser reserves the right to request further documentation from the exhibitor with regard to products/services displayed or promoted.
- The subletting of exhibit space without prior written permission of Organizer is prohibited. Exhibitors may not display or promote products or services of those companies which have not paid the registration fee.

#### **1.2 Registration**

For participation in the Exhibition the Exhibitor should submit to the Organiser not later than the 04<sup>th</sup> of March 2008 the following documentation:

- the "Application - Contract", duly filled in, with the company's stamp and official signature;
- a copy of these "Terms and Conditions" with the required company's stamp and signature of approval;
- a copy of payment of Registration fee of the Exhibitor;
- an information to be inserted in the Conference Workbook:
  - Company Description - 50 words in English and Ukrainian languages
  - High resolution Logo
  - Official Company Contact Information - If your company has more than one office, please submit the location of your choice;
- a copy of payment of Registration fees of co-exhibitors, if any;

### **Article 2: PAYMENT CONDITIONS**

#### **2.1 Method of payment**

Payments must clearly indicate the name of the Exhibitor. All payments shall be made via bank transfer to the account of Organiser. All bank charges are to the account of the Exhibitor and the Organiser will not accept any bank charges.

Bank details for all transfers are as follows:

"FIRST GAS LAMP ENERGY" LIMITED LIABILITY COMPANY

Account №26008201305661

In OTP Bank

MFO 300528

Identification code №33496268

SWIFT code: OTPVUAUK

#### **2.2 Settlement of Payments**

**2.2.1** The payment of Registration fee of Exhibitor and co-exhibitors (if any) should be made at time of the Application - Contract submission.

**2.2.2** The full payment for the exhibition area must be submitted by 10 March 2008. The booth space will be assigned after full payment is received.

**2.2.3** To obtain access to the stand allocated, on arrival at the Exhibition the Exhibitor must provide proof of the full settlement. Payments for additional services requested must be settled within the opening of the Exhibition.

### **Article 3: ADMISSIBLE EXHIBITS**

**3.1** To safeguard the specialised nature of the Exhibition, it is restricted the admission to goods, equipment or services related to the sustainable development of biofuels industry.

**3.2** The Exhibitor shall not utilize any fixture, device, merchandise, or activity which is illegal, or detrimental to the Organiser or to the biofuels industry (as determined by the Organiser at its sole discretion). Failure by the Exhibitor to remedy or remove objectionable item or activity may result in the Exhibitor's expulsion from the Exhibition and the removal of the Exhibitor's entire display without right to compensation for damage or losses of any kind and without recourse to appeal.

**3.3** The companies that produce or distribute plant, components and equipment or are suppliers of services also related to fossil fuel based energy sources shall exclude this part of their business from their exhibition stand, unless it is agreed with Organiser.

**3.4** Exhibit fixtures, components, and identification signs will be permitted to a maximum height of 2,50 sm. The Exhibitor won't be permitted to exhibit heavy equipment. The Exhibitor commits not to bring any hazardous or dangerous materials of any kind onto the Exhibition premises. The Exhibitor commits not to operate any unit requiring combustion (of any sort of any material). Failure to comply with this condition will result in immediate exclusion of the Exhibitor from the Exhibition without any rights to compensation of any sort or recourse to appeal.

### **Article 4. DISPLAY REGULATIONS**

**4.1** No nails or screws may be driven into the floors or walls. No damage of any nature may be done in any part to the exhibit hall. Nothing may be hung from the ceiling or walls without prior written permission of Organiser.

**4.2** Aisle ways of the exhibit hall will be cleaned each night. The exhibitor is responsible for placing all trash in the appropriate containers. The Exhibitor shall maintain the booth in a clean and orderly manner, and shall take such action as may be necessary to prevent injury or damage to any person or exhibits in the exhibit hall.

**4.3** Any damage caused to the building or booths by an Exhibitor or his/her agent or his/her employee is the sole responsibility of the Exhibitor.

### **Article 5. CARGO HANDLING AND CUSTOMS PROCESSING**

Customs clearing and cargo handling shall be carried out via PANALPINA WORLD TRANSPORT LTD.

Contact details:

PANALPINA WORLD TRANSPORT LTD.

40-richya Zhovtnya pr., 118-B,

Kiev 03022, Ukraine.

TEL: + 380 44 494 38 38

+ 380 44 494 02 55

FAX: + 380 44 494 02 56

Contact person: Mr. Denis Gelion

E-mail: denis.gelion@panalpina.com.

### **Article 6: SECURITY**

The Organiser will provide general security during the exhibition working days and overnight time. The Organiser, although providing general security, is by no means responsible for any damage to or for the loss or destruction of an exhibit from fire or theft or accidents or injury resulting from such causes.

### **Article 7. AMENDMENTS**

The Organiser shall have the full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments there to, and such further rules and regulations as shall be considered necessary and proper at any time without notice to Exhibitors.

### **Article 8. LIABILITY**

**8.1** Exhibitor agrees to protect, keep, and save the Organiser forever harmless from any damage(s) or charge(s) imposed for violations of any safety rules or regulations by the Exhibitor as well as for failure to comply with the terms and conditions of this agreement. Further, Exhibitors shall at all times protect, indemnify, save, and keep harmless the Organiser against and from any loss, costs, damage, liability, or

expense which arises out of or from or by reason of any act or omission of Exhibitor, his/her employees, or his/her agents.

**8.2** Exhibitor agrees and commits to respect the relevant current Ukrainian Legislation, "Rules of Fire Safety and Security within the International and Specialized exhibitions in Ukraine" as well as present Terms and Conditions. All display material, construction, and decoration of tables and backspace must conform to the fire regulations. No item of any type may be placed in the aisle ways.

#### **Article 9: EXHIBITION SCHEDULE**

**9.1** The dates of the Exhibition are 02-04 April 2007. The Exhibition will be held in the Conference Hall of the hotel "Rus" in Kiev, Ukraine. For Exhibitors set-up of the Exhibition booths will be arranged on the 1<sup>st</sup> April 2008 since 16:00 till 18:00. The official inauguration of the Exhibition will take place on the 2<sup>nd</sup> of April 2008 at 11:30. The show hours are since 10:00 till 18:00. The Closing time is at 15:30 on the 4<sup>th</sup> of April 2008, when break down of the display is allowed. Exhibit hours are subject to change.

**9.2** Exhibition booth must be staffed by an authorized representative of the Exhibitor during all show hours. The Exhibitor is not allowed to break down the display before the exhibit hall closes to the public on the last day of the show without the permission of the Organiser.

**9.3** The Organiser bears no responsibility for nor is obliged to offer any compensation for interruptions, restrictions or service level reductions of whatever duration to amenities and facilities provided by the Exhibition site and its suppliers or contractors, for example but not limited to: power, heating, air conditioning, smoke extraction services, water and drainage, landline telephone and internet.

#### **Article 10. FORCE MAJEURE**

In the event the hotel or any part of the exhibit area thereof is unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, or another such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lockouts, labor disputes, riot, emergency over which the Organiser has no control, or should the show decide that because of any such cause it is necessary to cancel, postpone, or re-site the show, or reduce installation time, exhibit time, or move out time, the show shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

#### **Article 11: LAW AND DISPUTES**

In the case of dispute all claims of the Exhibitor should be submitted in writing during 5 days after the Exhibition completion. Any claims submitted later than 5 days after the Exhibition completion are not subject to consideration. The disputes arising between the Exhibitor and the Organiser that cannot be settled amicably during 20 days will be brought exclusively to International Commercial Arbitral Court in Kiev, Ukraine. Governing law is Ukrainian law.

#### **Article 12. CANCELLATION POLICIES**

**Exhibit Cancellation Policy:** A cancellation fee of 440 Euro will be applied to all exhibit spaces cancelled 20 days or more prior to the event. No refunds will be issued 20 days or less prior to the event. All cancellations must be in writing.

**Advertising Cancellation Policy:** A cancellation fee of 200 Euro will be applied to all advertisement cancellations received 20 days or more prior to the event. No refunds will be issued 20 days or less prior to the event. All cancellations must be in writing.

Date:	Name and position of Company's authorized person	Company stamp and signature