



## **TERMS AND CONDITIONS FOR EXHIBITORS at Getenergy for Russia and CIS 2010**

This Application and Contract for space (the "Order Form") by and between Getenergy Limited ("**Getenergy**") and the exhibiting company or organisation ("Exhibitor") governs Exhibitor's rental and use of exhibit space in the exposition hall ("Learning Arena") at **Getenergy for Russia and CIS 2010**. By signing this Order Form, the Exhibitor agrees to comply with the terms and conditions set forth below. This Contract shall become binding upon acceptance by an authorised Getenergy representative for **Getenergy for Russia and CIS 2010**.

### **1. EXPOSITION SITE AND TIME:**

**Getenergy for Russia and CIS 2010** is scheduled to be held on 19<sup>th</sup> and 20<sup>th</sup> May 2010 in Moscow, Russia. **Getenergy Ltd** reserves the right, at its sole discretion, to change the venue, hours or dates of the event. **Getenergy** will attempt to notify Exhibitor of any such changes as far in advance as possible.

### **2. APPLICATIONS**

All applications for exhibit space in the Learning Arena must be made on this contract. **Getenergy Ltd** reserves the right, at its sole discretion, to decline acceptance of any Order Form.

### **3. EXHIBIT SPACE ALLOCATION**

Exhibition space will be allocated according to first come first served basis according to the date full payment is received. **Getenergy Ltd** will attempt to assign what it considers to be the best available remaining space. **Getenergy Ltd** reserves the right, at its sole discretion, to designate exhibit space or make changes in the location, size, layout, arrangement and display limits of the exhibits.

### **4. EXHIBIT SPACE RENTAL FEE:**

Stand payment (as detailed on your order form) per booth 3m wide x 2m deep, is payable by the Exhibitor as applicable ("Rental Fee"). Exhibitors are restricted to one unit only. The Rental Fee per booth unit includes standard exhibit package, shell scheme space only, general security, general illumination and an exhibitor manual ("Exhibitor Manual"). All other expenses are the responsibility of Exhibitor.

### **5. PAYMENT:**

The successful Exhibitor shall make payment of Rental Fees in UK Pounds Sterling or US Dollar Currency by bank transfer to UK account "**Getenergy Ltd.**" **HSBC, 90 Baker Street, London W1U 6AX. A/c: 58862376/ Sorting Code 40-01-06/**



**BIC: MIDLGB22, IBAN No: GB28MIDL40051558862376 or cheque payable to "Getenergy Ltd."** Or by nominated credit card which is accepted by Getenergy, Rental Fees for Exhibitors are due in full **within 30 days of the invoice date.**

## **6. CANCELLATION BY EXHIBITOR**

In the event that the Exhibitor wishes to cancel all or part of the exhibit space contracted herein, the Exhibitor must send notice of cancellation in writing to Getenergy Ltd., Futura House, Lower Ground, 169 Grange Road, London, SE1 3BN, UK. The Exhibitor's failure to occupy booth space by 10:00 on Wednesday 19th May 2010, shall constitute cancellation by the Exhibitor.

In the event that the Exhibitor cancels more than ninety (90) calendar days before **Getenergy for Russia and CIS 2010**, the Exhibitor shall become liable for 15% of the total rental fee for the cancelled space.

In the event the Exhibitor cancels less than ninety (90) days but more than sixty (60) calendar days before **Getenergy for Russia and CIS 2010** commences, the Exhibitor shall be liable for thirty five percent (35 %) of the total Rental Fee for the cancelled space.

In the event that the Exhibitor cancels less than sixty (60) days before **Getenergy for Russia and CIS 2010** commences, the Exhibitor shall be liable for one hundred percent (100 %) of the total Rental Fee for the cancelled space.

The Exhibitor is responsible for the payment of such fees irrespective of the reason for cancellation, including, without limitation, failure of its exhibit to arrive for any reason. In the event of cancellation by the Exhibitor, **Getenergy** shall have the right to use such space or rent such space to another exhibitor. Re-letting by **Getenergy** of an exhibitor's cancelled space shall not act to excuse the Exhibitor from payment of any fees assessed hereunder. Getenergy deliberately limits the size of its exhibition to ensure the usefulness and quality of the event. This means that those included are often taking the place of another organisation.

## **7. CANCELLATION BY Getenergy**

**Getenergy** reserves the right to cancel **Getenergy for Russia and CIS 2010** or to terminate this Contract for any reason at any time upon written notice to Exhibitor. Upon termination of this individual contract by **Getenergy**, Getenergy's sole liability to Exhibitor, and Exhibitor's exclusive remedy, shall be a refund of any Rental Fees paid by the Exhibitor under this Contract.

## **8. FORCE MAJEURE:**

**Getenergy** shall not be responsible for any loss or damage resulting from failure to perform, under this Contract, **Getenergy for Russia and CIS 2010** or the exposition as currently scheduled in whole or part as a result of violent disorder, riot, strike, civil



disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond reasonable control of **Getenergy**. In such instance, however, **Getenergy** will make reasonable efforts to reschedule **Getenergy for Russia and CIS 2010**. Notwithstanding any other terms or conditions of this Contract, should it be ultimately impossible to hold **Getenergy for Russia and CIS 2010** for the foregoing reasons, **Getenergy** may retain or will be due such portion of Exhibitor's Rental Fee as shall be required to compensate **Getenergy** for expenses reasonably incurred up to the time a contingency beyond its control shall have occurred. All payments in excess of such expenses shall be refunded.

#### **9. INSTALLATION AND DISASSEMBLY:**

Exhibitor will be provided reasonable time to erect and dismantle its exhibits as will be specified in the Exhibitor Manual. Exhibitor materials not removed from the hall by the Exhibitor will be removed by **Getenergy** at the Exhibitor's expense and liability.

#### **10. USE OF SPACE:**

Exhibitors may not sublet, assign, or apportion any part of the space contracted for herein, nor represent, advertise, distribute literature for, or otherwise promote the products or services of any other firm or individual except as approved in writing by **Getenergy**. The Exhibitor may not display outside its assigned booth space.

#### **11. CONDUCT OF EXHIBIT:**

Exhibitor shall conduct its exhibit in a decorous manner in order not to be objectionable to **Getenergy**, other exhibitors, the Venue, or the public. **Getenergy** reserves the right to restrict or prohibit exhibits which, because of noise, method of operation, content, or any other reason, are objectionable, or otherwise detract from, or are out of keeping with, the character of the exposition as a whole. **Getenergy** may prohibit installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description which was given advance approval. **Getenergy** and the Venue reserve the right to close, remove or require changes in any exhibit or to remove any of Exhibitor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to **Getenergy**, the exposition, other exhibitors, the Venue, or the public. If Exhibitor or its representatives fail to observe the terms and conditions of this Contract or, in the opinion of **Getenergy**, conduct themselves unethically or detrimentally to **Getenergy**, Exhibitor may be dismissed from the exposition without refund or other appeal.

#### **12. CARE OF EXHIBIT:**

Exhibitor shall not paste, nail or otherwise affix any exhibit, sign or other materials, to walls, doors, or other surfaces in a way that marks or defaces the Venue, exhibit space, booth equipment or booth furnishings. Exhibitor shall return the exhibit space in as good condition as it was received. Exhibitor shall be liable for any damage caused by its failure to adhere to this provision. Booth side wall construction, if used,



must be limited to a height of 2.5 metres. No portion of the back wall may be higher than 2.5 metres. These limitations are intended to provide a clear view of the neighbouring exhibits. Raw wood, cardboard or similar materials for wings must be covered or painted if they are visible in adjacent booths.

### **13. CONDITION OF PREMISES:**

The premises are licensed on an 'as is' basis. **Getenergy** shall not be liable for pre-existing conditions of the premises or for conditions arising during the period of the license. Anyone visiting, viewing or otherwise participating in Exhibitor's exhibit is deemed to be the invitee or licensee of Exhibitor while so visiting, viewing or otherwise participating in Exhibitor's exhibit, rather than the invitee of **Getenergy** or the Venue.

### **14. EXPOSITION BADGES:**

Exhibitor personnel must wear identification badges while on the exhibit floor.

### **15. SOUVENIRS AND SAMPLES:**

Distribution of souvenirs and samples is permitted upon approval in writing by **Getenergy**. **Getenergy** may withhold or withdraw permission to distribute souvenirs, advertising or any other material it considers objectionable.

### **16. HOSPITALITY SUITES:**

Hospitality suites must be reserved through and may only be open during hours specified by **Getenergy**. Exhibitor shall not independently reserve space at the location of the event for the purpose of holding a hospitality suite, seminar or any other related function that promotes its company or product without consent from **Getenergy**. Failure to comply may result in Exhibitor not being allowed to exhibit. Any costs associated with Exhibitor's hospitality suite are the responsibility of Exhibitor.

### **17. AVAILABLE SERVICES:**

**Getenergy** will designate independent contractors ("Exposition Contractors") to make the following available: machine moving, cartage, machinery erection, furniture, booth and floor decorations, signs, photographs, telephone services, electrical, plumbing, carpentry and other related services. Exposition Contractors and their prevailing rates will be listed in the Exhibitor Manual to be issued separately. **Getenergy** assumes no responsibility or liability for any of the services performed or materials delivered by any Exposition Contractor. Arrangements for these services and payments shall be made directly between Exhibitors and Exposition Contractors. Use of any contractor other than an Exposition Contractor shall require the advance written consent of **Getenergy**.

### **18. UNION LABOUR:**

Exhibitors are required to observe all union contractors in effect between **Getenergy**, the Exposition Contractors, the Venue and various labour organisations.



## **19. NON SOLICITATION:**

19.1 The Exhibitor shall not either on his own account or in conjunction with or on behalf of any person, firm or company and whether directly or indirectly invite solicit or induce any officer, employee, agent or contractor of **Getenergy** involved with Getenergy to terminate their employment or engagement with **Getenergy**, or attempt to do so.

19.2 The restriction in clause 20.1 shall continue in force during the continuance of **Getenergy for Russia and CIS 2010** and for a period of six months thereafter.

19.3 The Exhibitor:

19.3.1. agrees that its obligations arising pursuant to clause 20.1 and 20.2 re separate and severable; and

19.3.2. acknowledges that, while such obligations are considered by the Exhibitor to be reasonable in all the circumstances as at the date of this Contract, they may by their nature become invalid because of changing circumstances or other unforeseen reasons; and

19.3.3. agrees that if any of the obligations arising pursuant to clauses 19.1 and/or 19.2 shall be judged to be void or ineffective for whatever reason but would be judged to be valid and effective if part of the wording of the relevant undertaking were amended to reduce the extent of the obligation, the relevant obligation shall apply with such modifications as may be necessary to make it valid and effective.

19.4 The obligations under this clause 19 shall survive the expiry or the termination of this Contract for whatever reason.

## **20. NON RELIANCE:**

Any advice or recommendation given by **Getenergy** or its employees or agents or sub-contractors to the Exhibitor or its employees or agents or sub-contractors which is not confirmed in writing by **Getenergy** is followed or acted upon entirely at the Exhibitor's own risk and **Getenergy** shall not be liable in any way for any such advice or recommendation which is not so confirmed in writing.

## **21. LIABILITY AND INSURANCE:**

**Getenergy** will provide regular guard service at entrances to the Exposition area. Neither **Getenergy** nor the Venue shall be liable for damage or loss to Exhibitor's properties through theft, fire, accident or any other cause, nor shall either be liable for injury of any type from any cause to persons conducting or otherwise participating in the conduct of the exhibit or to invitees. Exhibitor shall indemnify **Getenergy** against, and hold it harmless from, any complaints, damages, or liabilities resulting from the negligence or conduct of Exhibitor or its employees, agents or representatives, in connection with the Exposition. Exhibitor shall insure its exhibit and display materials. Exhibitor must carry a minimum of £500,000.00 Public Liability Insurance for bodily injury, £1,000,000.00 in any one accident, and £250,000.00 Property damage. Exhibitor shall provide **Getenergy** with a certificate of insurance evidencing such coverage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's



subrogation rights, from any insurance carrier, which carries fire, explosion, or any other risk coverage insuring Exhibitor's property.

**22. OTHER RULES AND REGULATIONS:**

Exhibitor shall comply with all fire laws, electrical codes and all other applicable rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. Exhibitor shall also comply with all reasonable requests of **Getenergy** and the Venue officials with respect to the installation, conduct and disassembly of its exhibit. **Getenergy** may issue further rules and regulations governing Getenergy, the Exposition or use of the Venue from time to time. Exhibitor agrees to abide by all such rules and regulations, to the extent reasonable.

**23. LIMITATION OF LIABILITY:**

**Getenergy** shall in no event be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Exhibitor, whether in an action in contract or tort, even if **Getenergy** has been advised of the possibility of such damages. Getenergy's liability for damages hereunder or in connection with or arising out of **Getenergy for Libya 2009** or the Venue shall in no event exceed the amount of fees paid by Exhibitor under this Contract.

**24. NO ASSIGNMENT:**

The rights granted by this Contract are personal in nature. Exhibitor may not assign or subcontract this Contract to any third party without the prior written consent of **Getenergy**.

**25. AUTHORISATION:**

By signing the **Getenergy for Russia and CIS 2010** Confirmation Form you are authorising **Getenergy** to provide contact information including your address, phone number, fax number and contact person to any service vendor contracted to conduct work at **Getenergy for Russia and CIS 2010**.

**26. SEVERABILITY:**

If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected.

**27. NO RELIANCE:**

No delay or failure by **Getenergy** in enforcing any provision of this Contract shall constitute a waiver of that provision or any other provision. No waiver by **Getenergy** shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by **Getenergy** shall be effective unless in writing.

**28. NOTICES:**

28.1 A notice connected with this Contract may be:



- 28.1.1 delivered personally;
- 28.1.2 sent by first class pre-paid post; or
- 28.1.3 sent by fax.

28.2 A notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may have been notified in writing to the party giving the notice.

28.3 A notice posted by first class pre-paid post is treated as received at 10.00 am on the second business day after the next collection of letters after it is posted.

28.4 A notice sent by fax is treated as received:

- 28.4.1 two hours after transmission, if sent before 3.00 pm on a business day;
- 28.4.2 otherwise, at 10.00 am on the first business day after the date of transmission.

### **29. INTEREST:**

Interest on late payment of any amount due by the Exhibitor under this Contract will be due at 4% above the base rate of HSBC Bank plc from time to time.

### **30. GOVERNING LAW; JURISDICTION:**

This Contract, and all matters arising out of or relating to this Contract, shall be governed by the procedural and substantive laws of England and Wales. Any legal action relating to this Agreement shall be instituted in a local or national court in England. The parties agree to submit to the non-exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal proceeding.

**31. ENTIRE AGREEMENT:** This Contract and any document referred to in this Contract constitute the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Contract may not be modified or amended except in writing signed by a duly authorised representative of each party. In the event of conflict between this Contract and the Exhibitors Manual, the terms of this Contract shall prevail.

This contract is binding upon signature of the **Getenergy for Russia and CIS 2010** order form.