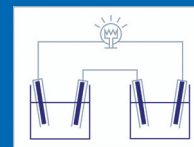


ELEVENTH GROVE FUEL CELL SYMPOSIUM

TERMS & CONDITIONS for Exhibiting



1. GENERAL

- A. In the Terms and Conditions set out below the following expressions shall have the following meanings: "Exhibition" means Eleventh Grove Fuel Cell Symposium "Organiser" means Elsevier Ltd "Stand" means stand space or shell scheme stand "Exhibitor" means the person or company who has contracted a Stand, or Stands, at the Exhibition "Premises" means the venue where the Exhibition takes place.
- B. These Terms and Conditions shall apply to all contracts between the Exhibitor and the Organiser relating to the Exhibition. Any variation of these terms and conditions shall only be binding if agreed by the Organiser in writing. No rules and regulations stipulated by the Exhibitor shall apply to any such contract unless expressly agreed by the Organiser in writing.
- C. All bookings shall be made on the official EXHIBITION STAND CONTRACT prescribed from time to time by the Organiser. A booking shall be on offer subject to acceptance by the Organiser on its official form of acceptance (and on no other form) and the Organiser reserves the right to refuse to accept any offer without giving any reasons therefore.
- D. Exhibits must comply with the applicable Local Authority regulations applying at the time and any regulations stated in the Exhibitor's Manual issued by the Organiser.
- E. The headings in these terms and conditions are for reference only and form no part of the Contract between the parties.

2. PRICE, SPECIFICATIONS AND DRAWINGS

- A. All quotations and prices are exclusive of VAT which will be added to all invoices at the rate applying at the appropriate tax point.
- B. Quotations may be withdrawn by the Organiser at any time prior to acceptance by the Organiser of the order and quotations shall be deemed to be withdrawn if the EXHIBITION STAND CONTRACT is not received with 14 days of quotation.
- C. The Organiser reserves the right to alter prices set out in any list at any time prior to acceptance of the applicant's order.
- D. While every effort is made to ensure that plans, specifications and drawings in the Organiser's catalogues and literature are accurate, the Organiser gives no warranty to this effect and shall have no liability in respect of any inaccuracy in such plans, specifications or drawings. The Organiser reserves the right to alter plans and specifications at any time without notice.

3. ALLOCATION, REDUCTION OR CANCELLATION OF STAND SPACE

- A. Cancellation of accepted orders and reductions in Stands contracted for must be notified to the Organiser in writing. A reduction in Stand space shall be treated as a pro rata cancellation. A signed order of a Stand implies participation by the Exhibitor for the whole of the time when the hall is open to the Visitors. In the event of cancellation by the Exhibitor or failure to exhibit the Stand charges shall be paid in full to the Organiser. Cancellation charges will be applied as follows and the parties hereby agree that these constitute a genuine and reasonable estimate of the loss which the Organiser would incur on cancellation of the order by the Exhibitor:
- More than 91 days prior to the first open day of Exhibition - 50% of the total charge 91 days or less prior to the first open day of the Exhibition - 100% of the total charge
- B. The EXHIBITION STAND CONTRACT constitutes a licence to exhibit and not a tenancy. The Organiser reserves the right at any time and from time to time to make such alterations in the ground plan of the Exhibition as may in their opinion be necessary in the best interests of the Exhibition and to alter the shape, size or position allocated to the Exhibitor. No alterations to the space allotted will be made in such a way as to impose on the Exhibitor any greater liability for rental than that undertaken in the EXHIBITION STAND CONTRACT.

4. SPACE NOT OCCUPIED

- A. Every Exhibitor shall occupy the full Stand area booked by it.
- B. Should an Exhibitor fail to take up the Stand allocated to it, the Organiser reserves the right to deal with the Stand so unoccupied as it thinks fit.

5. PROHIBITION OF TRANSFER

- A. The Exhibitor may not assign, sub-let or grant licences in respect of the whole or any part of its Stand. No cards, advertisements or printed matter of persons or firms who are not a bona fide Exhibitor may be exhibited or distributed from any Stand provided that any Exhibitor may distribute cards, advertisements or printed matter in respect of companies or firms which are subsidiaries of the Exhibitor or the Exhibitor's holding company.

6. LIABILITY

- A. The Exhibitor shall be responsible for all personal injury or damage to or loss or destruction of property (including but not limited to the Premises) arising in connection with the Exhibitor's Stand and anything permitted, omitted or done then or there from during the period of the Exhibition or in the construction and dismantling periods provided that this results from the direct or indirect act or omission of the Exhibitor or any contractor, subcontractor, servant, agent or invitee of the Exhibitor or any other person present on the Exhibitor's Stand or by any exhibit, machinery or other article or thing of or in the possession of or use of the Exhibitor or any contractor, subcontractor, servant, agent or invitee of the Exhibitor or any other person present on the Exhibitor's Stand. The Exhibitor shall indemnify the Organiser and the servants, agents, contractors, subcontractors and invitees of the Organiser in respect of all losses and (including consequential losses) costs, claims, actions, proceedings, demands and expenses in respect thereof.
- B. Should the Exhibitor, its contractors, subcontractors, servants or agents fail to remove all their property or otherwise fail to vacate the Premises by the time and date specified by the Organiser in the Exhibitor's Manual for any reason whatsoever, the Exhibitor shall indemnify the Organiser against all losses (including consequential losses), costs, claims, actions, proceedings, demands and expenses incurred by the Organiser as a result thereof.
- C. The Organiser and its servants, agents, contractors and subcontractors shall not be liable for any loss or destruction of or damage to any property brought to the Premises by the Exhibitor, its contractors, subcontractors servants, agents or invitees, nor matter what the cause (including but not limited to negligence by it or any servant, agent, contractor, subcontractor or invitee of it) and the Exhibitor shall indemnify it and its servants, agents, contractors, subcontractors and invitees in respect of any such loss or destruction or damage to such property, whether it is the property of the Exhibitor or not.
- D. The Owner of the Premises and its servants, agents, contractors and subcontractors shall not be liable for any loss or destruction of or damage to any property brought to the Premises by the Exhibitor, its contractors, subcontractors, servants, agents or invitees no matter what the cause (including but not limited to negligence by it or any servant, agent, contractor, subcontractor or invitee of it) and the Exhibitor shall indemnify it and its servants, agents, contractors, subcontractors and invitees in respect of any such loss, destruction of or damage to such property whether it is the property of the Exhibitor or not.

7. FORCE MAJEURE

- A. Should the Exhibition be cancelled, curtailed or adversely effected by any cause not within the reasonable control of the Organiser including but not limited to war, fire, storm, tempest, lightning, explosion, theft, national emergency, labour dispute, strike, lockout, civil disturbance, inevitable accident, Act of God, or non-availability of the Premises for any reason, the Organiser shall be under no obligation to refund all or part of the sums paid by the Exhibitor in respect of its participation in the Exhibition and shall be under no liability to the Exhibitor or any other person in respect of actions, proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor as a result thereof.

8. INSURANCE

- A. The Exhibitor shall take out adequate insurance in respect of all liabilities of the Exhibitor in relation to the Exhibition including but not limited to the liabilities referred to in Clauses 6 and 7 above.

9. PAYMENT

- A. Payment details are on the EXHIBITION STAND CONTRACT. Normally, 50% of the total cost of exhibiting is due with the signed and returned EXHIBITION STAND CONTRACT. An invoice for the balance of 50% will be issued for payment by 91 days prior to the first day of opening of the Exhibition.
- B. In the event of non-payment of any invoice by the due date or should the Exhibitor die or suffer any incapacity preventing him from participating effectively in the Exhibition or any bankruptcy or insolvency or being a Limited Company enter into liquidation whether compulsory or voluntary or suffer the appointment of a Receiver then the full prices for the Stand shall be immediately become due and payable and in addition the Organiser shall have the right to cancel every contract with the Exhibitor in relation to the Exhibition or to suspend or continue such contract without prejudice to the Organiser's right to recover any loss sustained. Interest at the rate of 2% per annum above the base bank rate shall be payable in respect of all sums (including cancellation charges if appropriate) not paid on or before the due date.
- C. The Exhibitor shall not be entitled to withhold payment of any amounts payable to the Organiser in relation to the Exhibition by reason of any dispute or claim by the Exhibitor in connection with the Exhibition or otherwise nor shall the Exhibitor be entitled to set off any amount which it is alleged is payable or due from the Organiser against any amount payable to the Organiser in relation to the Exhibition.

10. ADVERTISEMENTS

- A. The Organiser reserves the right to prohibit the display or dissemination of any advertisement or publication of any kind in relation to the Exhibition whether or not at the Premises, and the Exhibitor shall forthwith withdraw any such advertisement or application on notification by the Organiser. The Organiser will not normally exercise such rights to the Exhibitor's normal commercial sales literature but nevertheless reserves such rights in relation thereto.
- B. The Exhibitor shall not advertise or distribute its publications and printed matter at the Premises otherwise than from its Stand.
- C. The Exhibitor shall display its name and address at its Stand and (if different) its address for services of documents and in relation to its Stand shall comply with all legal requirements relating to the publication of its name and ownership at its place of business.

11. CONDUCT

- A. The Exhibitor shall comply with all regulations imposed from time to time by the Organiser in relation to the conduct of the Exhibitor in particular without limitation of the generality of the foregoing.
- B. The Exhibitor shall keep the gangways and walkways of the Exhibition adjacent to its Stand free of all obstructions.
- C. The Exhibitor shall not make or permit the making of any representations to the public save within the confines of the Exhibitor's Stand and in particular shall not use or permit the use of any public address system.
- D. The Exhibitor shall not stage demonstrations or events that cause or are likely to cause a nuisance or obstruction to gangways, adjoining or facing Stands. If music is required, full details must be submitted to the Organiser in writing and permission obtained. The Exhibitor shall not show films or create excessive noise or use audio visual aids that cause or are likely to cause disturbance to adjacent Stands. The Exhibitor may be asked to cease such activities in the interest of the overall Exhibition. This may be overcome through the use of a booth rendered soundproof to the satisfaction of the Organiser.
- E. The Exhibitor shall not conduct any competition or offer prizes or awards at the Exhibition without the prior permission of the Organiser.
- F. The Exhibitor shall permit the Organiser, its servants, agents, contractors or subcontractors to pass and re-pass over the Exhibitor's Stand for the purpose of gaining access to any part of the Premises.
- G. The Exhibitor shall ensure that all its servants, agents, contractors, subcontractors and invitees comply with all regulations imposed by the Organiser and with all Fire Regulations.
- H. The Exhibitor shall do nothing at the Premises which is a breach of the law.
- I. The Exhibitor shall not cause or permit any damage to the Premises or the Stand and in particular shall attach no nails, screws or similar items thereto.
- J. The Exhibitor shall be entitled to dress its Stand to its specification using special lighting and other effects but only insofar as the structure of the Stand is not altered and no inconvenience is caused to other Exhibitors and/or Visitors (as to which the decision of the Organiser shall be final in cases of dispute). The Exhibitor shall use such contractors (if any) for Stand dressing and the provision of services as the Organiser may nominate and the Organiser shall be entitled to refuse access to the Premises to any contractor not nominated by it. All Stand dressing is to be subject to the approval of the Organiser and to any regulations that may be imposed by the Organiser from time to time. The Exhibitor shall not overload the electrical circuits provided to its Stand.
- K. The Exhibitor shall ensure that its Stand and immediate surrounding area is at all times kept free of litter and shall ensure that all dry waste is put in plastic sacks provided by the Exhibitor and placed in the gangways at the end of each day. Empty cases and packaging belonging to the Exhibitor may not be stored on the Exhibition Stand or on the Premises and must be removed from the Premises by the Exhibitor or disposed of as aforesaid.
- L. The Exhibitor shall ensure that at least one competent person is always in attendance at the Exhibitor's Stand whenever the Exhibition is open to visitors.
- M. The Exhibitor shall not serve refreshments from its stand, including hot, cold and alcoholic beverages without the express written consent of the Organiser.
- N. The Exhibitor is responsible for the cost of making good, restoring or renewing any case of serious dilapidation to any part of the Premises. The Organiser will inspect every site before erection and after dismantling of the Stands. Dilapidation includes, by way of example, marks caused by paint, bolt, screw or nail holes, etc. In their own interests, the Exhibitor should satisfy itself as to the condition of sites before erection and after clearance. The Exhibitor will also be responsible for any damage to carpet tiles and will be charged for their replacement.
- O. The decision of the Organiser as to any matter of conduct referred to above and generally in relation to the Exhibition shall be final and binding upon the Exhibitor and if the Exhibitor shall fail to comply with the request of the Organiser or any person authorised by it on their behalf the Organiser may take whatever steps it seems appropriate to enforce compliance including instant termination of the contracts between the Organiser and the Exhibitor relating to the Exhibition.
- P. The Organiser may at any time without reason or referral change the venue, dates, opening times and closing times of the Exhibition.

12. CANCELLATION BY THE ORGANISER

- A. The Organiser reserves the right to cancel an Exhibitor's Stand and should it do so its sole liability shall be to refund all monies paid by that Exhibitor. In no circumstances shall the Organiser be liable for any loss (including consequential loss) or damage suffered by an Exhibitor resulting from such cancellation however the same may be caused.

13. CLAIMS

- A. All claims must be submitted in writing to the Organiser and to be valid must be received within two weeks of the closing of the Exhibition. No claim or complaint will otherwise be accepted.

14. AMENDMENTS TO TERMS AND CONDITIONS

- A. The Organiser shall be entitled to alter, add to, or amend and interpret any of these terms and condition and no such alteration; addition or amendment shall operate so as to release the Exhibitor from its Contract.

15. PROPER LAW

- A. All contracts between the Organiser and the Exhibitor relating to the Exhibition shall be governed by and construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the High