

GENERAL TERMS AND CONDITIONS TERMS OF PARTICIPATION/EXHIBITION

(Amended November 30th, 2009)



1. CONTRACTUAL BASIS AND SUPPLEMENTAL PROVISIONS

1.1 The Organiser of the trade fair is:

REECO Portugal Unipessoal Lda.

Edifício do Lago - Rua do Pinheiro Manso 662 2.19

4100-411 Porto

Tel: +351 226 166 540

Fax: +351 226 166 549

E-mail: info@reeco.pt

www.energy-server.com

Hereinafter referred to as 'Organiser'. The Organiser reserves the right to delegate the execution and organisation of the event to a third party.

1.2 The contractual relationships between the Exhibitor and the Organiser are regulated by the "Terms of Participation", "Special Terms of Participation", "Exhibitor Registration" and "General Technical Conditions". Remaining provisions will be separately provided to the Exhibitor by email and/or mail and/or fax.

1.3 Every monetary flux between the Exhibitor, Organiser and/or third parties is subjected to the payment of VAT, according to the legal rate in force. All the fees mentioned hereinafter do not include VAT and the applicable rate should be added.

2. REGISTRATION

2.1 For initiating the registration process, particular registration documents must be completed, signed by an authorised representative and sent to the Organiser by the defined registration deadline (see "Exhibitor Registration" and "Special Terms of Participation"). An offer form signed by the Exhibitor and completed with the respective company stamp is, in this case, equally valid.

2.2 The submission of the registration form does not automatically entitle the applicant the ability to participate. The submission of the completed, signed registration/offer request is an offer, made by the Exhibitor to the Organiser, which officially requires the acceptance of the Organiser, based on the Organiser's discretion.

2.3 With the registration, the Exhibitor fully recognises the contractual terms and conditions as defined in this document.

2.4 One-sided provisions or addendums will not be considered. The Exhibitor must also ensure that the person to whom the responsibility of working at the trade fair is delegated, as well as any supplemental aides, performs his/her duties in accordance with the defined terms and conditions.

2.5 For registration processing purposes, data will be stored and evaluated. If necessary, the data may be given to a third party. The Exhibitor hereby gives consent for such procedures.

3. AUTHORISATION, SPACE ALLOCATION

3.1 All manufacturers, dealers, service providers and institutions and/or associations/federations and those companies authorised by a manufacturer to exhibit, whose articles and/or services thematically belong to the trade fair are able to receive authorisation for participating. Participation in the form of community stands is permitted (see clause 4), though all participating companies must, in this case, provide written documents affirming this arrangement before the official delivery date for printing data.

3.2 All articles and services that are to be exhibited must be designated both by name and type. Dimensions and weights of the individual articles must be indicated. The Organiser reserves the right to require that articles deemed to be bothersome, unsuitable, or thought to endanger the public or other objects be removed from the fairgrounds. Should one refuse to heed the demands of the Organiser, the articles will be removed by the Organiser at the expense of the Exhibitor. The Exhibitor ensures that the Organiser has this right, even if the Organiser has previously approved the presence of the mentioned articles in the fairgrounds.

3.3 Concerning the approval of the Exhibitor and the registration of the respective articles, the Organiser will make a decision, if necessary, by consulting appropriate committees. The Organiser can justifiably exclude individual Exhibitors or groups of Exhibitors, namely if sufficient space is unavailable and/or the limitation of particular individual Exhibitors or groups of Exhibitors is in the best interest of the event. Furthermore, the Organiser is entitled to restrict registered exhibition objects as well as change the allocated space, according to the necessities of the event. The approval is valid only for registered exhibition objects, Exhibitor and space which were indicated in the approval confirmation. Everything which is not registered and approved may not be exhibited. Moreover, these dispositions are extended to the presentation of particular products/services in other forms, i.e. advertising brochures or sales presentations.

3.4 The Exhibitor will receive a written notice of approval. With this notice of approval, the contract between the Organiser and the exhibitor is considered to be sealed.

3.5 Those Exhibitor that had not fulfilled all its financial obligations to the Organiser in the past, as stipulated by the several dispositions (see clause 1.2), or that had breached contract, can be excluded from the approval process. The Organiser is entitled to call upon those seeking approval in such circumstances, in order to seek compensation for damages in accordance with the provisions detailed in clause 7. Should the basis of an arrangement between the Organiser and the Exhibitor be reached under false pretences or miscalculation, the conditions of approval will be considered void.

3.6 In the process of space allocation, the Organiser will consider thematic, availability and organisational issues. Location and/or space preferences indicated during the registration process will only be fulfilled by the Organiser if this procedure is deemed possible. The sequence of registration document receipt does not affect the process of space allocation. The Organiser reserves the right to change the size, form and layout of the space attributed to the Exhibitor. If such measures are necessary, the Organiser agrees to report such changes to the Exhibitor as soon as possible, so that it can be offered the possibility to allocate another stand with similar characteristics/price, being this procedure dependent on the availability of space. If the participation price changes, price recalculation and/or reimbursement will take place. The Exhibitor is entitled to revoke the registration process, though this revocation should be executed within one week after receiving the notification on this alteration. Claims for compensatory damages are barred for both sides. By proceeding with the rental of the space, the Exhibitor agrees that the layout of the remaining space has been changed accordingly, prior to the beginning of the event. No pretensions may result from this alteration. An exchange of assigned space with another Exhibitor, as well as a partial or complete relinquishment of space to a third party is prohibited without previous consent by the Organiser.

4. CO-EXHIBITORS

4.1 The approval of Co-Exhibitors is to be requested in writing. Co-Exhibitors are considered to be all entities, aside from the exhibitor entity, that present their products and/or services in the rented stand, those articles/services not being produced/provided by the main Exhibitor. They are also considered to be Co-Exhibitors those entities which share close economic or organisational ties with the main Exhibitor.

4.2 The Exhibitors and Co-Exhibitors which exhibit together must designate a joint authorised representative, preferably belonging to the main Exhibitor.

4.3 For each certified Co-Exhibitor, a registration fee (see "Special Participation Conditions") will be charged together with the participation price.

4.4 If a given Exhibitor fails to submit an agreement concerning a Co-Exhibitor, the Organiser is entitled to cancel the contract without notice and also seek compensation for damages resulting from failure of the Exhibitor to fulfil the respective contractual obligations.

4.5 Co-Exhibitors are placed in the official Trade Fair Catalogue, in the Exhibitors List and in the respective internet portal. Co-Exhibitors will also have the opportunity to promote their products/services in the Goods Directory (see clause 15).

4.6 The main Exhibitor is responsible for obligations, financial and others, in which the Co-Exhibitors incur, as defined in the contractual terms and conditions (see clause 1.2).

5. PRICE FOR PARTICIPATION/SETTLEMENT PRICE

5.1 The price of participation is calculated by multiplying the net cost per sq m by the number of allocated sq m of space (stand area), in addition to the registration fee. The minimum size of stands is specified in the "Special Participation Conditions".

5.2 The price of participation and other costs compose the net price.

5.3 Apart from the participation price, it will be charged a supplemental fee (see "Special Participation Conditions") for additional services (i.e. technical services, advertisement, promotion, etc.).

5.4 The Organiser reserves the right to offer favoured stand rental prices to selected associations, societies, environmental groups and other organisations.

6. PAYMENT PERIOD AND TERMS/LIENS

6.1 The total amount due, consisting of the supplemental fee (see clause 5.3) and the participation price (see clauses 5.1 and 5.2) is to be paid as indicated on the approval confirmation and/or invoice. Full payment in accordance with the amount on the approval confirmation and/or invoice is an essential condition for the acquisition of exhibition space, entry in the Trade Fair Catalogue and issue of Exhibitor Identification Passes. No tolerance will be conceded regarding these dispositions. The invoices regarding eventual additional costs (i.e. technical services, accessories, etc.) will be issued after the event. Objections to the calculation of costs will only be considered within ten days after the issue of the respective invoice.

6.2 If the Exhibitor chooses to derivate from the registration agreement, this procedure resulting in the modification of the invoice, the Organiser reserves the right to charge an additional fee of 25 EUR.

6.3 The total amount on the invoice is to be fully transferred, without discounts, using the data and the respective invoice number, to the indicated bank account on the appropriate date.

6.4 If the Exhibitor does not fulfil its obligations during the appropriate time period, the Organiser, as stipulated by law, retains the right, after reviewing the circumstances that resulted in the breach of the contract, to terminate the contract and assume control, where appropriate, of the rented exhibition space and reclaim compensation for losses, as stipulated in clause 7.

6.5 If several Exhibitors/Co-Exhibitors rent a stand together, all of them are individually considered as the total debtor.

GENERAL TERMS AND CONDITIONS

TERMS OF PARTICIPATION/EXHIBITION



6.6 Memoranda sent to the representative indicated during the registration process are considered valid as official communication between the Organiser and the Exhibitor, even in the case of a community stand (see clause 4.2).

6.7 If an Exhibitor does not fulfil his financial obligations, the Organiser can exercise its right to claim a lien, retaining the exhibition articles and the stand equipment at the expense of the Exhibitor; and sell it independently at public auctions. Legal responsibilities for claims on pledged property are only taken in account in the context of the dispositions specified in clause 11.

7. RESIGNATION AND NON-ACCEPTANCE PROCEDURES, COMPENSATION

7.1 Exhibitor resignation after approval and confirmation of participation is not possible.

7.2 In the event that the Exhibitor does not participate or in the case defined in clause 6.4, the payment for the total price of participation is due to the Organiser. Should the Organiser succeed in securing a rental agreement for the vacant space by any other means (exchange is not possible), the Exhibitor must pay 25 % of the total participation price, in a minimum of 750 EUR, as compensation to the Organiser for lost profit and administrative costs.

7.3 In the event that a Co-Exhibitor does not participate, the registration fees (see "Special Participation Conditions") are owed in full.

7.4 Stands which are not noticeably prepared at least 18 hours before the beginning of the event can be re-allocated. The Exhibitor would, nevertheless, owe the full price of participation as compensation to the Organiser for losses resulting from the absence of the Exhibitor. If no interested party be found due to time constraints, the preparation of the stand space will be taken over by the Organiser at the expense of the Exhibitor.

7.5 If the Exhibitor, due to circumstances beyond the control of both the Exhibitor and the Organiser, is unable to participate, the Exhibitor must only pay half of the amount stipulated in clause 7.2.

7.6 In all cases, the Exhibitor and/or Co-Exhibitor have the right to contend that the actual accrued losses are lower than the applied compensatory value.

8. STAND CONFIGURATION/STAND EQUIPMENT

8.1 The Exhibitor is entitled to set up its own stand after the arrangement made with the Organiser is sealed.

8.2 The configuration of the stand depends on the adherence to all conditions of the contract (see clause 1.2), to which each Exhibitor must commit. The exhibition stand must be adapted to the total plan for the event. The Organiser reserves the right to refuse particular constructions which are not adapted to the event or that are insufficiently equipped; and have them replaced at the expense of the Exhibitor. The stand must be duly equipped and operated by expert personnel for the entire length of the event. The construction of the stand must, at the latest, be completed by the pre-determined time, with all packaging material removed from the site. Special conditions for rented stands: painting or wallpapering of the stand is forbidden; damage to the walls by bolting, pasting, cutting, drilling, etc. requires repurchasing or fixing the walls, having the Exhibitor to also pay an additional fee of 25% of the participation price. After the stand has been dismantled and cleaned, the Organiser reserves the right to seek compensation for any damages made to the stand. Furthermore, the Organiser is entitled to order necessary repairs on behalf of the Exhibitor. The company performing this repair work will directly invoice the Exhibitor.

8.3 In all installation procedures, existing feed lines, safety equipments and splitter boxes must be taken into consideration. If any of these items is placed inside of a stand, the respective Exhibitor must guarantee their accessibility at all times. Building elements and stand signs must be placed in a way that no impairment is made upon any neighbours. Misleading name plates and advertisement for unauthorised products and services must be immediately removed upon request of the Organiser. Fire regulations are to be considered at all times. If required by the Organiser, structural installations must obtain appropriate building clearance. Three copies of the building applications as well as plans, statistical calculations and test log books should be submitted to the Organiser at least six weeks prior to the assembly period. The loading and unloading of vehicles (if available) should exclusively take place via the forklift determined by the Organiser. Vehicles must leave upon request of the Organiser and latest upon completion of the work. Otherwise, the Organiser is authorised to remove the vehicles at the expense of the respective Exhibitor.

8.4 Exhibition gear and stand equipment deemed objectionable by the Organiser, be it through appearance, smell, unsatisfactory cleanliness or disturbing by any other means, must be immediately removed upon request of the Organiser. This is also applicable when such features are deemed unsatisfactory, even if previously authorised by the Organiser. If the Exhibitor refuses to remove the objectionable materials, the Organiser reserves the right to close the stand. Claims for compensation for the price of participation or other claims cannot be derived from closure in such circumstances.

8.5 The storage, demonstration and operation of objects which can be deemed dangerous or unsuitable to the general public and/or surrounding property are strictly forbidden.

8.6 The following regulations are issued by security authorities, being mandatory for all exhibitors: a) decorations and linings must be in accordance with the norms NP EN 1101:2001 and NP EN 1102:2001. It is highly recommended that corresponding confirmation be obtained from a company authorised for the effect. Special authorisation from the Organiser should be obtained if any use of straw, reeds, spruce, or similar materials is desired by the Exhibitor.

Ceiling coverings, even if produced in fireproof materials are strictly forbidden in visitor areas and emergency exits b) All supply systems (i.e. electricity and water) may only be installed by the trade fair installers licensed by the Organiser c) gas fireplaces and other heating sources, especially heating appliances without chimney, generators, air conditioning devices and dangerous substances must be operated only after approval issued by the competent authorities. Flammable materials must be stored at sufficient distance from flames or existent exhaust gas lines/ventilation routes. Electric stovetops must be built on shatterproof and flame resistant materials. Gas, oil or wood burning installations can only be used after special approval has been attained from the Organiser. The Organiser reserves the right to remove unauthorised equipments at the expense of the Exhibitor d) Packaging materials may not be stored in the exhibition space e) All security exits and entrances to operation rooms must be kept free at all times. They may neither be blocked nor hidden. Visitor routes also serve as emergency exits during the assembly and disassembly periods f) The Exhibitor is obliged to attach protective devices to displayed machines and objects that correspond to the respective regulations for the prevention of accidents. The Organiser reserves the right to forbid the exhibition or operation of machines that are not in accord with these dispositions.

8.7 The Exhibitor is responsible for clearing the stand within the allotted time period. After the period defined in "Special Terms of Participation", all obligations assumed by the Organiser expire. All goods still to be found in the exhibition space, including those sold on escrow at the trade fair do not fall on the responsibility of the Organiser. The Organiser reserves the right to charge a storage fee for any and all items not disassembled or removed from the site; the Organiser further reserves the right to remove and store the exhibition materials at the expense of the Exhibitor by a company licensed to perform these duties.

8.8 Before the official dismantling date, the Exhibitor is neither entitled to remove the exhibition materials from the stand nor to begin the disassembly of the stand. The disrespect of these dispositions entitles the Organiser to charge a penalty fee of 550 EUR.

8.9 Preferred assembly times and extended disassembly times must be requested by the Exhibitor and authorised by the Organiser.

9. TECHNICAL EQUIPMENT (SEE ALSO CLAUSE 8)

9.1 (See also clause 8) Requests for technical equipments, rental furniture, advertisement placement, etc. can only be considered if they are aligned with the timetable for the Exhibitor registration process (six weeks prior to the beginning of the event), according to the indications found on the registration form.

10. SALES REGULATIONS

10.1 The divestiture of goods through payment at the stand (sales by private contract) is exclusively permitted for articles and/or services confirmed by the Organiser and in accordance with the respective regulations. The catering services are provided by the Organiser.

11. LIABILITY AND INSURANCE

11.1 The Organiser is only totally responsible for eventual incidents in cases of premeditated or gross negligence performed by its organs or employees.

11.2 In the case of negligent injuries resulting from substantial contractual or non-contractual obligations or in the case of responsibility for the infringement of these obligations by temporary help and/or employees, the Organiser is only responsible for the reimbursement of the participation price, as far as no gross negligence can be proved.

11.3 The Organiser holds no other responsibility for any other reasons. The Organiser is not responsible for the exhibition objects of the Exhibitors.

11.4 Any damage is to be immediately reported to the competent authorities and to the Organiser. Compensation for damages is not possible if the Organiser's insurance rejects absorption of costs due to late notification by the Exhibitor. The Organiser rejects the assumption of damage costs if notification to the respective insurance company is tardy.

11.5 The Exhibitor is responsible, rather than the Organiser, for all damages caused to any person or object by the Exhibitor, those employed by the Exhibitor, those assigned by the Exhibitor or by the exhibition equipment and installations. Every Exhibitor is obligated to secure appropriate insurance.

12. SURVEILLANCE/CLEANING

12.1 The supervision of the stand is a duty of the Exhibitor. It is highly recommended to seal valuable items that are easily removable from the stand. The Organiser does not provide general surveillance for the fairgrounds neither during nor outside the hours of operation of the event. If the Exhibitor desires surveillance of the stand, it must use the security service designated by the Organiser. The Exhibitor bears the respective cost.

12.2 The Organiser provides general cleaning of the space and the hallways. The cleaning of the stand is an incumbency of the Exhibitor and must be completed daily prior to the opening of the event. If the Exhibitor desires a cleaning service, the Exhibitor must use the one licensed for the effect by the Organiser.

12.3 Should garbage or other equipment be left after the clearing of the stand, the Organiser reserves the right to remove these objects at the expense of the Exhibitor as well as charge a supplemental fee of 25% over the participation price. The terms defined in the "Technical Terms and Conditions" regarding waste disposal are to be observed.

GENERAL TERMS AND CONDITIONS

TERMS OF PARTICIPATION/EXHIBITION



13. PRESENTATIONS, ADVERTISING, ADVERTISING SPACE

13.1 All types of presentations (i.e. demonstration of machines, slide or film presentations, etc.) require a written agreement issued by the Organiser. The Organiser reserves the right, even after issuing approval, to confine or cancel the presentations that produce noise, dirt, dust, exhaust fumes or could otherwise cause damages to third parties. Audio advertising can only be used with previous approval by the Organiser and only if neighbouring Exhibitors are not disturbed.

13.2 Advertising for firms which are neither named on the Exhibitor registration, nor registered as Co-Exhibitors is strictly forbidden.

13.3 Political advertising and/or political statements are prohibited unless the political statements belong within the context of the trade fair.

13.4 The posting or driving of advertising materials on public spaces, as well as the distribution of printed materials and samples outside of the rental stand is exclusively reserved for those Exhibitors which have received written approval by the Organiser for this effect, as according to the dispositions of the "Special Advertising Possibilities". In the absence of such authorisation, the approaching and questioning of visitors outside of the rental stand is strictly forbidden.

13.5 The Organiser is entitled to prevent and discontinue any unauthorised advertising without judicial or police assistance to discontinue/dispose of the advertising for this effect. The cost of removing the unauthorised advertising materials is responsibility of the Exhibitor.

14. CATALOGUE ENTIRES

14.1 The Exhibitor, through the registration, is committed to submit a company entry for himself and, if necessary, any Co-Exhibitor, to be placed in the alphabetical List of Exhibitors. This service is offered to the Exhibitor. The insertion in the Catalogue also gives the Exhibitor the opportunity to provide detailed advertisement. Only certified Exhibitors/Co-Exhibitors are placed in the Exhibitor and Goods Directories.

14.2 If the data for the required entry is not submitted by the specified date (see "Special Terms of Participation"), the information will be gathered from documents which had already been submitted. Legal claims cannot result from incorrect, incomplete or omitted entries.

15. PROVISOS

15.1 The Organiser reserves the right to cancel, postpone or relocate the event, or alter the length of the conferences for an important reason - as spatial relations changes, police arrangements or other serious circumstances - as well as to limit or change the area allotted to an Exhibitor. Relocation, postponement or other change will, upon communication with the Exhibitor, become a component of the arrangement between the Exhibitor and the Organiser.

15.2 The Exhibitor also has the right to withdraw from the trade fair when the minimum number of registrations has not been reached and the event no longer is economically reasonable.

15.3 If the trade fair does not take place due to reasons beyond the power of the Organiser, the Organiser can request the payment of a sum of up to 25% of the participation price in order to cover costs. If the Exhibitor ordered additional services, such charges will also be applied.

15.4 If the Organiser cancels the trade fair, no amount is due from the Exhibitor.

15.5 Claims for damages against the Organiser and claim limitations are described in clause 11.

15.6 If the Organiser must shorten the event due to reasons beyond the Organisers control, the Exhibitor has no claim to full or partial remuneration of the participation price.

16. EXHIBITOR IDENTIFICATION PASSES

16.1 Each Exhibitor, following payment of the amount indicated on the respective invoice (see clause 6), receives Exhibitor Passes for its stand. The admission of Co-Exhibitors does not raise the number of Exhibitor Passes received. Additional Exhibitor Passes are available from the Organiser. The Exhibitor Passes are to be shown in the entrance controls and intended to be carried at all times by stand personal. These passes are non-transferable.

17. PHOTOGRAPHING, FILMING, DRAWING

17.1 Filming and/or drawing inside the fairgrounds are reserved only for persons approved by the Organiser. Stand photos not taken during the operating hours of the event are permitted, though if extra lighting is required, the agreement of the Organiser should be obtained. Any costs arising from these procedures are debited to the Exhibitor, so long as such costs are not covered by the photographer. The Exhibitor is entitled to photograph, film and draw aspects of the event, the stands and the exhibition objects and to use them, free of charge, for advertising purposes or general press releases.

18. GUARANTEE

18.1 Any complaints arising from defects of the stands or the exhibition space are to be communicated to the Organiser, in written form, immediately upon acquisition or, at the latest, on the last assembly day, so that the Organiser can take corrective actions. Complaints submitted at a later date will not be considered and cannot lead to any claims against the Organiser.

19. COMMERCIAL PATENT RIGHTS

19.1 The securing of copyrights or other commercial patent rights for exhibition objects is responsibility of the Exhibitors.

19.2 Each Exhibitor is obliged, rather than the Organiser, to consider the commercial patent rights of other Exhibitors and denounce any offences found. If the Organiser is convinced of any offence to patent rights, the Organiser is entitled, but not obliged, to request that these articles are not presented and, if this request is not heeded, the Organiser is entitled to remove the items or print objects with the patent violation and/or close the respective stand. Furthermore, the Organiser is entitled to refuse services for further events, or require that the Exhibitor agrees to be subjected to a special approval process in which it is subjected to special conditions, obligations and securities. This regulation does not justify an obligation on behalf of the Organiser to intervene in patent offence cases.

20. RIGHTS OF OWNER, NONCOMPLIANCE

20.1 During the event, the Exhibitor must comply with the rights of ownership held by the Organiser while on the fairgrounds. The dispositions of the Organiser or representatives of the Organiser, those being legitimised by identification cards, are to be obeyed. Offences against these terms of participation or in the context of the rights of ownership entitle the Organiser, when the noncompliance is not stopped upon request, to close the stand, without possibility for remuneration, at the expense of the Exhibitor. The dispositions issued by responsible entities (i.e. fire departments, technical services, sanitation services, police, etc.) are to be obeyed.

21. INEFFECTACY OF SPECIFIC REGULATIONS

21.1 The inefficacy of individual regulations of these terms of participation, or those in clause 1.2, do not in any way preclude the inefficacy of the entire contract.

22. ZONE OF COMPLIANCE AND AREA OF JURISDICTION

The zone of compliance and area of jurisdiction is, for both parts, Portugal. For the purpose of settling eventual legal controversies, the Portuguese Law is to be applied.

23. SEVERABILITY CLAUSE

If individual regulations of this contract, either in whole or in part, are or will be inefficacious, or should a gap in the present contract be found, the validity of the remaining regulations is not affected. In place of the inefficacious regulation, or to fill in the gap for an appropriate regulation, what comes into effect, as far as legally possible, is what the contracting parties would have wanted, should they have considered the point.