

1. GENERAL

The terms "**Organizer**" and "**Exhibit Manager**" shall mean Freesen & Partner GmbH, its officers, committees, agents or employees acting for it in the management of the Exhibition. The term "**Exhibition**" shall mean **Hydrogen Expo, to be held in Columbia, South Carolina on March 30 to April 1, 2009 with the NHA Conference**. The term "**Exhibitor**" shall mean any person, organization or other entity that seeks to maintain an Exhibit at the Exhibition. The Organizer shall have full power in the interpretation and enforcement of all General Terms & Conditions governing Exhibitors. All matters and questions not covered by these General Terms & Conditions shall be subject to the final judgment and discretion of the Organizer. The Organizer will establish the schedule for setting up, opening, closing and dismantling of the Exhibits. These General Terms & Conditions may be amended at any time by the Organizer upon written notice to such Exhibitors as may be affected by them.

2. ELIGIBILITY

The Organizer reserves the right to determine the eligibility of any company or product for inclusion in the Exhibition. The acceptance of a booth for the Exhibition does not carry the Organizer's endorsement of the equipment, supply or service displayed there. Exhibits and the conduct of Exhibits are subject to the approval of the Organizer. The Organizer reserves the right to require the modification of any Exhibit which, in its opinion, is not in character with the Exhibition. This regulation applies to displays, literature, advertising, novelties, souvenirs, conduct of representatives, etc. The Organizer reserves at all times the right to approve the nature of the Exhibits and conditions under which the Exhibits are displayed.

3. ASSIGNMENT OF SPACE

Booth assignments are generally made on a first-come, first-served basis, taking into consideration participation as a sponsor of the NHA Conference, held concurrently with Hydrogen Expo, the date a request is received, availability of requested area, the amount of space requested, special needs and compatibility of Exhibitors. The Organizer, however, reserves the right in its sole discretion to use other assignment criteria. The Organizer also reserves the right to rearrange the floor plan and may relocate an Exhibit with the understanding that the Exhibitor shall be notified prior to the exhibition of such relocation.

4. REASSIGNMENT OF SPACE

Exhibit space not occupied two (2) hours before the opening of the Exhibition on Sunday, March 30, 2009, may be reassigned by the Exhibit Manager to another Exhibitor without refund of the rental paid.

5. SUBLETTING SPACE

Unless approved in writing by the Organizer, the subletting, assignment or apportionment of the whole or any part of the Exhibitor's space, by an Exhibitor, is prohibited. No Exhibitor may permit any other party to exhibit in their space any goods other than those manufactured or produced by the contracting Exhibitor, or permit the solicitations of business by others within their exhibit space.

6. PAYMENT

The fee for rental payment, less any previously paid deposit(s), shall be paid according to the following schedule: 50% upon application for exhibit space due with application, 50% by December 31, 2008 due upon receipt of invoice. **If an Exhibitor fails to make payment(s) when due the Exhibitor's right to exhibit may be canceled, or their assigned space may be released by the Organizer without further notice.**

7. CANCELLATIONS

All cancellations by Exhibitors must be in writing and must be submitted to Freesen & Partner by December 31, 2008. The 50% deposit for each booth space is non-refundable regardless of date of notice of cancellation. Exhibitors whose written cancellations are received by the Organizer after December 31, 2008 shall forfeit all payments made and be obligated in full for the total Exhibit rental fee.

If the Exhibition is cancelled for any reason beyond the control of the Organizer, Hydrogen Expo will refund each Exhibitor's rental payment on a prorated basis after all related Exhibition expenses incurred to that date have been met.

8. EXHIBIT SPACE

No Exhibit will be permitted to interfere with the light, space, comfort or view of another Exhibit. Displays shall comply with the following:

- All backwall illumination must either be indirect or muted by translucent panels. Aisles must be kept clear from flooring to ceiling.
- Floodlights, if used, must be directed to shine entirely within the booth area so that no interference with neighboring booths results.
- All draperies, carpets, decorations, etc., used in the display must be of a nonflammable nature.
- Animated signs or flashing lights (other than animation of product or actual product operation) are prohibited on or in the area of the Exhibit floor. Signs, handbills or other devices are strictly limited to the booth space assigned.
- Musical instruments, radios, projection machines, record players, VCRs, televisions, or any noise creating device or amplifying systems shall be operated only at a level which will not interfere with other Exhibitors or add unduly to general acoustic inconvenience, and their operation must conform to the Exhibit Manager's requirements. All audiovisual and sound devices must be relevant to the Exhibitor's products.
- Each Exhibitor must keep an attendant in the display booth during the open hours of the Exhibit. Attendants must be bona fide employees or representatives of the Exhibitor. There is no restriction on the number of attendants per booth; however, attendants must wear Exhibit badges and be fully registered as Exhibitors.

Measurements shown on the floor plan of the Exhibitor's Prospectus are not warranted but are as accurate as possible. The Exhibit Manager reserves the right to modify these plans, as necessary, to meet the needs of Exhibitors and the Exhibition.

The Organizer retains the right to refuse or deny any Booth Space Application submitted for this event, in which case Hydrogen Expo shall return the applicant's rental fee. Hydrogen Expo shall not be deemed to have approved an application until the Organizer has both received the deposit fee and in writing confirmed the application form to the applicant with notification of booth(s) assigned.

Exhibitors shall not assign, sublet or share space without the knowledge and prior written consent of the Exhibit Manager. Exhibitors may show only the goods they manufacture or deal in during their regular course of business. Hydrogen Expo cannot guarantee that a company exhibiting similar products or a competitor will not be located in a nearby or adjoining booth space.

The Exhibit Manager reserves the right to restrict or evict Exhibitors, which because of noise, method of operation, materials, or any other reason, become objectionable, and also to prohibit or evict any Exhibit which in the opinion of the Exhibit Manager may detract from the general character of the Exhibit as a whole. This reservation includes persons, things, conduct, printed matter or anything of a character which the Exhibit Manager determines is objectionable to the Exhibit or that interferes with the activities of neighboring Exhibitors. In the event of such restriction or eviction, Hydrogen Expo is not liable for any refunds or rentals or other Exhibit expenses.

Please submit for approval all plans for the construction of your booth and any special or unusual Exhibit, to the Exhibit Manager by February 15, 2009. To ensure your exhibit space is approved; please bear in mind the overall appearance of the exhibit and the rights of neighboring Exhibitors.

9. CARE OF EXHIBIT SPACE

The Organizer will arrange for installation and sweeping of aisle carpeting daily. The Exhibitor shall keep in good order the space occupied by the Exhibitor. The Exhibitor may not place anything in the aisles during open hours of the Exhibition. **The Exhibitor assumes responsibility of returning the Exhibit space to the Exhibit facility in the condition in which it is found; clean, undamaged and unmarred. The Exhibitor will also be solely responsible for the carpeting of its booth. All booths must be carpeted to guarantee a professional and cleanly overall impression of the exhibition.**

10. BOOTH CONSTRUCTION AND ARRANGEMENT

Exposed parts of the display must be finished so as not to be objectionable to other Exhibitors and/or the Organizer or such parts will be ordered draped by the Organizer and billed to the Exhibitor. Electrical, pneumatic and hydraulic equipment must meet requirements of all electrical, safety and other applicable codes.

11. EXHIBIT DISMANTLING

The Exhibitor will be notified by the Organizer of the build-up and dismantling times. Exhibits must be dismantled/packed for removal by the time indicated by the Organizer. Shipping labels and shipping bills of lading must be prepared and provided for the return of all crates, cartons, etc. Company employees must be present for the dismantling and packing of the displays until the booth area is empty. **Exhibitors will not be allowed to start packing/dismantling their booth before the dismantling time set by the Organizer.**

12. DEMONSTRATIONS

If you plan to do any demonstrations using hydrogen in the Exhibit Hall be sure to inform the Exhibits Manager in advance. Arrangements will be made to accommodate placement within the exhibit hall. All demonstrations must be in cooperation with the Fire Marshall's regulations at the Columbia Metropolitan Convention Center in Columbia, SC.

13. CIRCULATION AND SOLICITATION

Distribution of circulars or promotional material may be made only within the booth assigned to the Exhibitor presenting such material. No firm or organization will be permitted to solicit business within the Exhibit area unless it has been assigned space at the Exhibition.

14. PHOTOGRAPHY

The Exhibitor shall not photograph, videotape, audiotape or create any similar recording of any portion of the Exhibition other than its own Exhibit without the prior written authorization of the Exhibit Manager.

15. DELIVERY OF EQUIPMENT

Exhibitors will be responsible for delivery of their own equipment and/or display material and for removal of equipment and/or display material. The official drayage contractor shall control all traffic into and out of the Exhibit area to minimize delays and tie-ups. The Exhibitor assumes full responsibility for the delivery of its materials to the space, which is assigned for the purpose of exhibiting its product, service or materials. The Organizer assumes no responsibility for the performance of services by common carrier, express services, the U.S. mail, telephone and telegraph companies or any other service for which the Exhibitor may wish to make a contract.

16. NO FLAMMABLE MATERIALS

Combustible decorations such as crepe paper, tissue paper, cardboard or corrugated paper shall not be used. Packaging containers, excelsior and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. Muslin, velvet, silken or other decorations must be able to withstand a flameproof test as prescribed by the fire ordinances of Columbia, SC.

17. LABOR REGULATIONS

The Exhibitor is cautioned that the conditions of union labor vary from city to city and from state to state and it must inform itself of the particular local conditions prevailing in regard to labor transactions at the time it engages any laborer or any other person employed for the service of its booth.

18. EXHIBIT INSPECTION

All Exhibits will be subject to inspection by the Exhibit Manager one hour before the opening of the Exhibits. Exhibitors found to be in violation of the rules will be requested to comply, or dismantle their Exhibits.

19. REPAIR OF DAMAGES

The cost of repairing any damage caused by the Exhibitor, its employees, representatives or agents to the property of others and the Columbia Metropolitan Convention Center shall be the responsibility of the Exhibitor. Nothing is allowed to be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture or property of others or of the Exhibit area.

20. INDEMNIFICATION

The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damages to persons and/or displays, equipment and other property brought by it upon the premises used for the Exhibition. The Exhibitor shall indemnify and save harmless Freesen & Partner GmbH, the National Hydrogen Association, the Columbia Metropolitan Convention Center, and their owners, members, affiliated agents, servants, employees and assigns from any and all loss, damage, claims, actions and suits whatsoever, together with all costs, expenses and attorney's fees in connection therewith, which shall grow out of any injury or death of persons or damage to or destruction of property (tangible or otherwise), caused by, resulting from or otherwise connected with activities of the Exhibitor at the Exhibition.

21. SECURITY

General overall 24-hour access control will be provided by the Organizer for the Exhibition period including move-in and move-out. However, the Organizer is not responsible for the loss of any material by or for any cause, and urges the Exhibitor to exercise normal precautions to discourage pilferage.

22. COMPLIANCE WITH LAW

The Exhibitor shall comply with all applicable laws, ordinances, and regulations and shall secure the full compliance therewith from all of its employees, agents and visitors.

23. LIABILITY AND INSURANCE

The Exhibitor assumes entire responsibility for, and hereby releases Freesen & Partner GmbH, the National Hydrogen Association, the Columbia Metropolitan Convention Center and their members, employees, officers, directors, agents and assigns from any and all liability resulting from, arising out of, or in any way connected with Exhibitor's Exhibit or Exhibitor's negligence or intentional acts or omissions at the Exhibition.

The Exhibitor shall obtain insurance sufficient to cover liability for personal injury and for damage to third party property resulting from its participation at the Exhibition. It shall be solely the Exhibitor's responsibility to obtain adequate additional insurance for Exhibitor's participation in this event, including but not limited to insurance covering event cancellation and event interruption. Hydrogen Expo is not responsible for the loss of any material, whatever the cause. Exhibitors must leave their space clean. Exhibitors assume all responsibility for any damage their Exhibits may cause to the Columbia Metropolitan Convention Center.

The obligations set forth in this Section shall survive termination, performance and expiration of the Exhibitor's contract.

24. ADDITIONAL MATTERS; AMENDMENT TO RULES

Any and all matters or questions not specifically covered by the preceding General Terms & Conditions shall be subject solely to the discretion of the Organizer. These General Terms & Conditions may be amended at any time by the Organizer with sufficient notice to Exhibitor and all amendments so made shall be binding on Exhibitors equally with the foregoing General Terms & Conditions.

25. LAWS APPLICABLE

All terms set forth herein are expressly incorporated by reference into the original Application for Exhibit Space and are to be treated as having full legal efficacy for enforcement of same.

26. FORCE MAJEURE

This Contract may be terminated by the Organizer without financial obligation to the Exhibitor by written notice to the Exhibitor, if the exhibition venue becomes unfit for occupancy and use, or if the exhibition has to be cancelled for reasons beyond the control of the Organizer.