

# Conditions of Participation Special Section



Global Carbon Market  
Fair & Conference  
Cologne, May 26–28, 2010

## 1 Event, event organizer, dates, venue

CARBON EXPO 2010 is being organized by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany in cooperation with the International Bank for Reconstruction and Development (Worldbank) and the International Emissions Trading Association (IETA).

It will take place at the Koelnmesse exhibition grounds from Wednesday, May 26 to Friday, May 28, 2010.

### Opening times

For visitors: daily from 8:30 a.m. to 6:00 p.m.

For exhibitors: 8:00 a.m. to 7:00 p.m.

### Booth construction and dismantling

Booth construction may begin at 9:00 a.m. on Sunday, May 23, 2010.

Booths and exhibits may not be dismantled before 6:00 p.m. on May 28, 2010. Dismantling must be completed by 6:00 p.m. on May 29, 2010.

## 2 Eligibility to participate

CARBON EXPO, an international Trade Fair and Conference for emissions trading and all related products and services, is intended to provide an overview of the relevant products and services offered by the companies in the sector. In accordance with this aim, companies from the following sectors will be permitted to exhibit:

- Energy and Emissions Trading
- Environmental Markets
- Project Development
- Commodity Risk Management
- Environmental Compliance
- Carbon Market Consultants and Advisors
- Financial Intermediaries
- Accounting and Auditing Firms
- Technology Providers
- Law Firms
- Brokerage Firms
- Verifiers/Certifiers and Validators
- Bilateral/Multilateral Aid Agencies
- Investment Promotion Agencies
- Regulatory Bodies
  
- Power and Electricity
- Oil and Gas
- Pulp and Paper
- Cement
- Transport
- Mining and Metallurgy
- Heat and Steam Generation
- Steel and Aluminum
- Building Materials
- Chemicals
- Waste Disposal and Recycling
- Airline
  
- Industry Associations
  
- Government Representatives and Government agencies

The decision on whether a registering company is admitted to the fair is made by Koelnmesse in cooperation with IETA and the World Bank. This decision is made at their complete discretion and particularly takes the availability of space into account.

### Hall layout planning will start: December 2009

The number of Platinum and Gold Presentation Packages is limited. Should demand for these packages exceed the number available, the organizers will select the recipients according to international outlook, degree of expertise in emissions trading and sector category. Exhibitors have no legal claim to receive a Platinum or Gold Presentation Package.

## 3 Participation fees and other costs

The following costs will apply to exhibitors:

The participation fee is calculated according to the Presentation Package and associated services chosen. Details of the four Presentation Packages are available in the description of the presentation packages under formula 1.40. For two-storey stands, the actual area of the upper storey as approved following a technical inspection will be invoiced at 50% of the fee per m<sup>2</sup>.

### Individual Participation

In case you prefer bringing your own stand construction you can book a stand area with a minimum size of 9 m<sup>2</sup> for a charge of 3,490.00 EUR. This will include the communication services and free tickets as described in the Silver Presentation Package.

For each further sqm upon 9 m<sup>2</sup> we charge 250.00 EUR/m<sup>2</sup>. In addition, electricity is charged at 5.00 EUR/m<sup>2</sup> and AUMA fee at 0.60 EUR/m<sup>2</sup>.

### Early Bird Fee

Early Bird Fee for Silver and Bronze Presentation Package is only valid until December 22th 2009 (date application is received by Koelnmesse).

### AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges exhibitors a fee of 0.60 EUR for the representation of their interests. The fee is payable per square meter of exhibition space and is included in the prices for the four different Presentation Packages. Koelnmesse has agreed to calculate and collect the fees in the name of and on the account of AUMA. For further information, see [www.auma-messen.de](http://www.auma-messen.de)

### Energy costs

The participation fee also includes a proportional flat-rate energy fee for the presentation packages of 5.00 EUR to cover the consumption of electricity, water, compressed air etc. at your booth.

### Coexhibitor fee

Insofar as the inclusion of other companies is permitted at your booth (see Item V of the General Section of the Conditions of Participation), a coexhibitor fee of 350.00 EUR per company will be charged.

### VAT

All prices are net prices and do not include VAT. The statutory VAT will be charged separately where applicable.

**VAT refunds**

Foreign exhibitors (proprietors) may receive a refund of the VAT invoiced as long as they satisfy the legal requirements. The appropriate service (subject to a fee) is offered by Koelnmesse Service in conjunction with G-VAT (Form M.13 in the Service Package). Alternatively, send your refund claim directly to the

Bundeszentralamt für Steuern, Dienstsitz Schwedt,  
Passower Chaussee 3b, 16303 Schwedt/Oder, Germany,  
Tel. +49 228 406-1200, Fax +49 228 406-2661,  
e-mail: vorsteuerverguetung@steuerliches-info-center.de,  
Internet: www.bzst.bund.de

**4 Stand sizes and construction**

The minimum stand size is 6 m<sup>2</sup>.

Please note that hall pillars and other fixed construction elements may be present in any part of the rented stand area. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee by using Form S.10 from the Service Package (enclosed with the space confirmation).

This fee does not include stand construction.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working for him/her to make sure they adhere to the regulations.

The maximum height for any stand structure is 3.50 metres insofar as the height of the hall roof and possible permanent fixtures permit this.

As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permissible height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences.

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases at his/her request and on his/her account the stand construction documents must be submitted to the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately complied with. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

Terrace stand: one side open  
Corner stand: two sides open  
Two-corner stand: three sides open  
Island stand: four sides open

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners and company signs are not permitted to encroach into the aisles.

Koelnmesse Service GmbH also offers a completely outfitted turnkey stand system. Order Forms S.01 to S.08 are included in the Service Package, which will be sent to you with your space confirmation.

For information about alternative types of stand construction, please contact Koelnmesse Service GmbH.

For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

**5 Advertising**

In order to ensure that the overall image of the event is retained and exhibitors are protected from unfair campaigns, the following advertising measures are forbidden:

1. Exceeding the given booth height.
2. Distributing printed matter or advertising material in the aisles, halls or elsewhere on the exhibition grounds.
3. Staging visual or audio presentations without prior registration and approval.
4. Staging any kind of presentation in the aisles.
5. Competitions or prize drawings, including those outside the trade-fair booth, during which participants are obliged to enter the booth of the advertiser are not permitted. The exhibitor bears responsibility for the legality of competitions, prize drawings etc.
6. Advertising of an ideological or political nature.
7. Accompanying events on or outside the exhibition grounds during the opening hours of the trade fair.

Should it be unclear whether an exhibitor's advertising measures are permitted on the exhibition grounds, Koelnmesse must be consulted early enough to allow sufficient time to assess the matter.

Should the terms of exhibition be violated, Koelnmesse may immediately close the booth of the exhibitor in question and clear it without resorting to legal assistance.

## 6 Verbal agreements

Verbal agreements that go beyond the scope of this contract are not valid until confirmed in writing.

## 7 Severability clause

Should a provision of this contract prove to be wholly or partly void or should the contract have omissions, this shall not affect the validity of the remaining provisions. A provision shall take the place of the invalid provision or fill the omission that, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of this contract, would have intended if they had considered the matter.

Should the invalidity of the provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## 8 General Conditions of Participations, Technical Guidelines

The regulations of the General Conditions of Participations and the Technical Guidelines shall remain unaffected.