

THE INTERNATIONAL POLYURETHANE INDUSTRY EXHIBITION



in partnership with **CPI** *conference*

**GEORGE R. BROWN
CONVENTION CENTER,
HOUSTON, TEXAS**

RULES & REGULATIONS

Organiser:

Crain Communications Ltd.

21 St Thomas Street, 3rd Floor • London SE1 9RY • England

Phone: +44 207 457 1431

Fax: +44 207 457 1440

E-mail: pmitchell@crain.com

www.utechnorthamerica.com

Definitions:

In these rules and regulations, except where otherwise stated or context requires:

The Exhibition means UTECH North America 2010.

The Exhibitor means any company, firm or person who has made an application for and who has been allocated space in the Exhibition or any agent, representative or employee of the Exhibitor.

The Organiser(s) means Crain Communications Ltd.

Exhibition Facility means George R. Brown Convention Center, Houston, Texas.

EXHIBITION SPACE

a) Space allocation:

All applications for stands will be handled according to their order of receipt. The Organisers reserve the right to determine in every respect the allocation of the stands. The Organisers shall also be entitled for any reason which in their opinion is in the general interest of the Exhibition, to vary the general layout of the situation and area of any particular space even if already allocated.

b) Stand space:

It is your responsibility to examine, or cause to be examined, the site allotted to you in order to avoid costly adjustments to stand structures. Minor obstructions, for which we can accept no responsibility, cannot always be indicated on the plans of the Exhibition.

c) Occupancy:

A stand may only be occupied by the Exhibitor to whom it has been allocated and by his accredited agents as approved by the Organisers. No Exhibitor may sub-let his space or any part thereof. Nor may he permit any non-exhibiting firm or its agents or representatives to use for any purpose whatsoever any space allocated to the Exhibitor. An allocated space must be adequately occupied by the Exhibitor to whom it is allotted.

The Organisers reserve the right to take over and clear at the Exhibitor's expense the stand fittings and exhibits from the whole or any part of a space which they regard as being unsuitable or inadequately occupied. Any payment made or due in respect of such space will be forfeited and the expense of filling the space will be payable by the Exhibitor. Rulings of the Organisers shall in all instances be final with regard to the use of any exhibit space.

d) Co-exhibitors:

Main exhibitors who contract for exhibit space may elect to allow co-exhibitors into their booth. There is a \$ 150 fee per listed co-exhibiting company.

e) Terms of Payment:

The terms as stated on the space contract must be complied with in every respect. Interest at a rate of 8% per annum is due on any amount not paid within the given days.

f) Cancellations:

An Exhibitor will not be at liberty to cancel or withdraw his application for space once it has been allotted.

If an Exhibitor notifies the Organisers in advance that owing to unforeseen circumstances he is unable to occupy the space allotted to him, this will not relieve him of the already agreed upon financial commitments as stated in his space contract. However, should the Organisers succeed in reletting any such vacated space they may, at their discretion, relieve the Exhibitor of part of his responsibility for payment for the space.

g) Default by the Exhibitor:

If an Exhibitor fails to pay any sum due to the Organisers or contravenes or fails to comply with these Rules and Regulations, the Organisers reserve the right to revoke his allotment of space and prohibit his participation at the Exhibition. Such action by the Organisers shall not prejudice any other remedy which they shall have against the Exhibitor nor reduce the amount paid or owing by him.

The Organisers reserve the right for themselves to assign or transfer to any third-party the benefit or burden of any space contract made between the Organiser and the Exhibitor.

EXHIBITION STANDS

a) Build up and Dismantling:

A complete schedule for the delivery, erection, installation and dismantling of stands and exhibits can be found in the Exhibitors' Manual.

b) Design and Construction of Stands:**SHELL STANDS**

These stands (Pipe and Drape Exhibit Package, White Hard Wall Exhibit Package, Walk On Package) which will be supplied by the Organisers, will be in accordance with the specifications given in the Exhibitors' Manual. The conditions governing all additional construction work are similar to 'space only' sites. Additional stand fittings or exhibits may not exceed the height of the shell stand structure of 2.50 m unless prior written approval is obtained from the Organisers.

SPACE ONLY SITES

Exhibitors must make their own arrangements for stand design and construction for which they have freedom of design and choice of standfitting contractor.

All stands on space only sites will be subject to the written approval of the Organisers. Detailed plans, including a specification of all materials to be used, should therefore be submitted to the Organisers not later than 8 weeks prior to the Exhibition.

The overall height of exhibits and stand fittings including cladding of columns must not exceed 2.50 m from the floor level, unless prior written approval has been obtained from the Organisers.

Where Exhibitors are sharing island sites and have common walls with other Exhibitors, these walls should be 2.50 m high to avoid discrepancies. Exhibitors are encouraged to get in touch with their neighbours in any case where problems may arise. If it is necessary for stands to differ from 2.50 m in height with common walls then the Exhibitors using the non-standard height will be responsible for cladding and decoration and ensuring that the wall is finished to the satisfaction of the neighbouring Exhibitor and the Organisers.

Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining booths. The Organiser shall authorise the official decorator to effect the necessary finishing (if not completed by the Exhibitor) and the Exhibitor must pay all charges involved thereby.

To each open side of the stand a stand number panel must be displayed. These panels will be supplied by the Organisers.

TWO-STOREY STANDS

Permission for the construction of two-storey stands must be obtained from the Organisers and the Fire Marshal of the Center and can only be considered if the application is made at least 6 months before the start of the exhibition. Detailed structural plans need to be submitted up to 3 months before the start of the exhibition for approval. The Organisers accept no responsibility in the event of the authority's failure to approve exhibitors' plans.

The total height of the structure must not exceed 7 metres and the second floor area is restricted to 50% of the contracted ground floor space. The actual area constructed on the second floor will be charged at 25% of the space only rate.

ALL STANDS

Tape used on the floor of an exhibit must be low residue carpet tape and low residue safety tape. Only the following tapes, or an advanced approved tape by the Facility Manager of the Center, may be used on the exhibit hall floor: Shurtape – PC 618 Cloth Tape (2" or 3" width), and Shurtape-DF-642 Double Face Cloth Tape (2" or 3" width). All tape is to be removed from the floor at the end of the event.

No part of any stand, including exhibits, name boards, signs, corner posts or billings shall overhang any gangway.

Long runs of walling should be avoided along open perimeters of stands.

The approval of the Organisers must be obtained for large enclosed areas within a stand.

No sign will be allowed to be hung from the roof of the premises. Individual stand lighting for the purpose of unit exhibits can be arranged by the Exhibitor but only in such a way that will not cause discomfort to visitors and adjacent Exhibitors and should be approved by the Organisers.

Exhibitors must make their stand fitting contractors responsible for confirming the accuracy of the marking out of their boundaries.

The Organisers reserve the right to affix direction signs on any stand in any position.

c) Stand cleaning:

It is your responsibility to maintain your stand in a clean condition at all times. Basic stand cleaning (vacuuming carpets, emptying waste paper baskets) is included in the cost of the stand space. Exhibitors requiring cleaning of locked interior areas should lodge the relevant keys with the Organisers each night. The cleaning of exhibits will remain your responsibility, as will any special services that may be required such as the removal of bulk rubbish and the collection of machine waste material. For the breakdown, skips can be hired for the disposal of bulk rubbish and stand material.

The Organisers reserve the right to charge Exhibitors for the disposal of excess waste.

d) Flammable Materials:

All draperies, back-drops, bunting or other decorative material must be flame proofed. All paper and other flimsy material used for decorative purposes are prohibited. Exhibitors must comply with any instructions given by the relevant authorities in order to avoid any risk of fire.

e) Fire Precautions:

Covered or two-storey stands, over 300 sq. ft. are required to have an automatic extinguishing system or required fire watch personnel. Scaled, stamped plans of the booth must be submitted. The cost of fire watch personnel is determined by the city of Houston Fire Inspector.

Each Exhibitor will be responsible to ensure that his staff is conversant with the use of fire-extinguishers and is aware of the positions of the fire-alarms, exits and fire-extinguishers within the Exhibition Facility.

Where cooking equipment involves the use of vegetable or animal oils and fats, it is required that at least one 2.5 gallon Type K fire extinguisher with current inspection date tag is available.

f) General Services:

The supply of light, power, compressed air, water, waste and stand cleaning facilities as well as lifting and on-site handling services can only be obtained through the appointed contractors. Order forms for these services are included in the Exhibitors' Manual.

All electric installations on stands must comply with the regulations and requirements currently in force of the relevant authorities and the additional regulations issued by the Exhibition Facility.

The Organisers reserve the right to disconnect the electrical supply to any installation which in their opinion or the opinion of the Electrical Contractor, is dangerous or likely to cause annoyance to visitors or other Exhibitors.

g) Empty Packing and Crates:

No empty crates, cartons or boxes, shavings or other packing materials shall be stored on or under, or behind any stand or other structures, but must be removed when the unpacking has been completed. It is the responsibility of the Exhibitors and their contractors to see that this is done.

The Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before conclusion of the dismantling period as specified by the Organisers.

EXHIBITS

a) Exhibits permitted:

Exhibitors may only display exhibits manufactured by themselves or by an associated or subsidiary company for which they are the accredited agents or distributors. Exhibitors may not display any exhibits in addition to or in place of those listed on the application form, except with the express permission of the Organisers. The Organisers reserve the right to refuse and if necessary remove at the Exhibitor's expense any exhibit (in whole or in part) which they may regard as unsuitable, or for which there is insufficient accommodation, or which is in the opinion of the Organisers or the Exhibition Facility likely to be dangerous or detrimental to the fabric of the premises. If cause is not given, liability shall not exceed the return to Exhibitor, of the amount of rental unearned at the time of ejection. If an Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.

b) Weight of exhibits:

Under no circumstances may the weight of any equipment or exhibit material exceed the hall's maximum floor load, being 1,000 lbs per sq ft. The Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of his exhibit material to conformity with the maximum floor load specifications.

c) Display of exhibits:

All exhibits must be on view at all times that the Exhibition is open to visitors. The Organisers reserve the right to remove the cover of any exhibit not uncovered during this period and shall not be responsible for any loss or damage caused in doing so. There must be a competent representative of the Exhibitor in charge of exhibits at all times that the Exhibition is open to visitors.

d) Display and advertising features:

Exhibitors may display advertising material, distribute circulars or other material only on their own stands, except by arrangement with the Organisers.

The Organisers reserve the right to determine the acceptable sound level for working exhibits, audio visual displays and/or musical accompaniment in the event of complaints from other Exhibitors.

The Organisers reserve the right to prohibit as unsuitable or as annoying to visitors or other Exhibitors, any display feature or advertising material or any sales method or demonstration.

e) Exhibits in motion:

Exhibitors may not operate or put in motion any exhibits without prior written permission from the Organisers.

Exhibitors agree to accept full responsibility for compliance with national, state, city and facility regulations in the provision and maintenance of adequate safety devices conditions for the operation of machinery and equipment.

Machinery in motion must be guarded to the satisfaction of the Organisers, the authorities and the Exhibition Facility.

The Organisers reserve the right to prohibit the operation of machinery and of demonstrations which, in their opinion are causing or may cause annoyance or danger to other Exhibitors or to visitors.

Written permission from the Organisers is required for exhibits or demonstrations which are likely to emit dust, fumes or strong odours and a method of extraction may be required to be installed at the Exhibitor's expense.

Guidance and approval should be obtained from the Organisers when exhibits contain motor spirit, oils, calcium, acetylene gas apparatus or other combustible or inflammable

material; when they are portable lamps; or have compressed air, gases, liquids or other substances under compression.

f) Dangerous materials:

Explosives or highly inflammable and all other dangerous or harmful substances are prohibited from the Exhibition. These goods can only be exhibited in the form of imitations and on condition that they contain no inflammable matter.

g) Vehicles:

Vehicles that are used as part of a display should have no more than a 1/4 tank of fuel or 10 gallons whichever is less. The tank must be taped shut or have a locking gas cap and the battery cables must be disconnected.

h) Lotteries or Contests:

The operation of games of chance or lotteries from within the Exhibitors exhibit space, or the actual or simulated pursuit of any recreational pastime is permitted only on written approval from the Organisers.

i) Aisles:

No display material or equipment of any nature may be placed in the aisles. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by the Organisers.

j) Sound devices and lighting:

Audio is permitted if tuned to conversational level (85dB max) and if not objectionable to neighboring exhibitors. Sound will be checked with a decibel meter. In principle the use of devices for mechanical, reproduction of sound is prohibited during exhibition hours. Music, whether mechanical, vocal or instrumental, is prohibited except in connection with motion picture projection. Or in case the exhibitor requested special permission from the Organisers.

The Organiser reserves the right to restrict or prohibit the use of glaring lights, objectionable lighting effects, excessive or bothersome noise, or other effects which are offensive or otherwise distract from the Exhibition as a whole.

EXHIBITOR'S INSURANCE

a) Third party claims:

The Exhibitor is responsible for all personal injury or damage to property arising in connection with the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, subcontractor, servant, agent, licensee or invitee of his or the act, omission or neglect of any such person or by any such person or by any exhibit, machinery or other article or thing of the Exhibitor or in the possession of or use of the Exhibitor or any servant or agent of his.

The Exhibitor will indemnify the Organisers as well as the City of Houston in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out adequate insurances in respect of all such claims.

b) Exhibitor's Staff and Exhibits at the Exhibition:

The Organisers as well as the City of Houston shall not be responsible in any way for the personal injury to the Exhibitor or his servants, invitees or licensees howsoever caused nor for the loss of or damage to exhibits or to other property of the Exhibitor, his servants, agents, invitees or licensees howsoever caused. The Exhibitor must take out adequate insurances in respect of all such claims.

c) General:

Each Exhibitor exhibits entirely at his own risk and must insure himself to cover the aforementioned conditions. Such cover may be effected through the Organisers' insurance brokers and the Organisers reserve the right to request a copy of any such policy of insurance.

POSTPONEMENT AND ABANDONMENT

If the Exhibition is abandoned in whole or part by reason of war, fire, national emergency, labour dispute, strike, lockout, civil disturbances, inevitable accident, the non-availability of the Exhibition premises, or any other cause not within the control of the Organisers, the Organisers may at their entire discretion repay the rental paid by the Exhibitor or part thereof, but shall be under no obligation to repay the whole or part of such rental, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such events.

Should the exhibition be cancelled by any other reason, all paid deposits will be returned to the Exhibitors. In such event the Organisers shall not be liable to compensate any further claims howsoever arising.

Exhibitors are advised to insure against costs and losses which they may incur in the event of the Exhibition being abandoned, cancelled or suspended in whole or part for causes not within the Organisers' control, since the Organisers accept no liability in such an eventuality.

Dilapidations

No Exhibitor may alter or interfere with the structure of the Exhibition premises without the written consent of the Organisers and the Exhibition Facility.

Any damage which may have been done or caused by the Exhibitor or his agents or contractors to the Exhibition premises or to any fixtures or property belonging to the Organisers or Exhibition Facility or their agents, shall immediately be made good at the Exhibitor's expense to the entire satisfaction of the Organisers and Exhibition Facility. This includes the removal of carpet tape or nails etc. from the floor, if left by the Exhibitor, his staff or contractors.

GENERAL

a) Admission to the Exhibition:

Exhibitors must obtain from the Organisers the necessary passes to admit their executives, representatives, workmen and contractors during the installation, Exhibition and dismantling periods.

Any person bringing goods into or removing goods from the Exhibition premises shall be in possession of evidence of his authority for doing so.

The Organisers reserve the right to refuse to admit or to expel any person at any time notwithstanding that person's possession of an official pass or ticket.

b) Booth Representatives

Exhibitors' booth representatives shall be restricted to employees of exhibiting companies who are actually working in the Exhibitors' booth. Booth representatives shall wear EXHIBITOR badge identification furnished by the Organiser, at all times. All Exhibitor's company personnel, other than those working in the booth, are to register as attendees at the Exhibition.

Booth representatives will be permitted to enter the Exhibition one (1) hour before the scheduled opening time each day of showing, and are permitted to remain in the exhibition one (1) hour after the official closing hour each night, with the exception of the final night.

c) Contractors:

While it is not the intention of the Organisers to restrict unnecessarily the Exhibitor's choice of contractors, it will be appreciated that, in the interests of both efficiency and security, some limitations are desirable. For certain tasks (e.g. lifting and handling of exhibits as well as cleaning, water, waste and electrical services) specific contractors have been nominated by the Organisers and no other may be used, but where no such sole appointment has been made it is recommended that as far as possible, Exhibitors should make use of the contractors named in the manual. Should it be wished, for special reasons, to use a contractor not recommended in the Exhibitors' Manual, it is the responsibility of the Exhibitor to ensure the bona fide nature of that contractor and his suitability for work in exhibitions, particularly with regard to the use of the appropriate labour.

The Organisers reserve the right to refuse admission to the Exhibition premises to any contractor or subcontractor not previously approved by them.

Any contract entered into between Exhibitor and contractor does not in any way form part of the contract between the Exhibitor and the Organiser and responsibility will not be accepted by the Organisers for any dispute or difference between Exhibitor and contractor in any way whatsoever, and Exhibitors shall be responsible for all payments due to the contractor.

d) Union Labour:

The Center is a non-union facility.

e) Attendance:

The Organiser shall have sole control over admission policies at all times.

f) Age Restrictions:

In no event shall persons under the age of 16 be admitted to the Exhibition during show hours, installation or dismantling. This policy applies to exhibitors as well as attendees and there will be no exceptions to this age restriction policy.

g) Catering:

You are not allowed to take food and drink into the Center, nor are you allowed to sell food and drink for consumption on the premises.

All food, alcohol and non-alcoholic beverages, and concessions are operated and controlled exclusively by the Convention Center. Exhibitors must contact the exclusive food service contractor, ARAMARK Corporation, for authorization to exhibit and/or distribute sample food or beverage items. Once permission is granted, a health permit must be issued by the Houston Department of Health and Human Services covering the proposed booth. Both of these items should be completed at least 21 days in advance of the show opening. For any booth services, please contact the Sales Department of ARAMARK Corporation.

h) Security:

Although security will be provided for the overall protection of the Exhibition, Exhibitors are entirely responsible for the security of any goods or personal belongings brought to the Exhibition.

i) Photography:

No person other than the official photographic contractor will be permitted to bring photographic equipment into the precincts of the Exhibition without a written permit from the Organisers. Exhibitors wishing to employ their own photographer must apply for such a permit stating the date and time the work is required to take place. The Organiser reserves the right to confiscate any photographic equipment, photographs, and negatives used in violation of this section.

j) Right of Access:

An Exhibitor's occupancy of a site does not preclude the right of access on the site by representatives of the Organisers, Exhibition Facility or any other competent authority to execute works, repairs, alterations and for other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.

k) Copyrights and Patents:

The Organisers will not be liable for any loss or damage the Exhibitor may sustain in respect of the infringement of any of his copyrights or patents arising out of his participation in the Exhibition.

l) Conduct:

Each Exhibitor shall assume responsibility for the good behaviour during the entire Exhibition period, including the installation and dismantling periods, of his own and his agents', or contractors' employees or workmen, and of visitors while on the Exhibitor's allotted stand space.

m) Smoke Free:

In accordance with City of Houston Ordinance No. 2006 – 1054, smoking is prohibited at the Facility, with the exception of certain enclosed meeting areas designated by the Facility Manager of the Center, when used for private, invitation-only functions.

n) Ballons:

The use of helium balloon is prohibited in the exhibition hall. Adhesive-backed decals are not permitted to be distributed or used inside the facility, or in the immediate vicinity.

o) Concealed handguns

Possession of firearms is forbidden in the Facility with the exception of the following: (i) licensed peace officers and licensed honourably retired peace officers and (ii) individuals licensed by the State of Texas to carry concealed handguns.

p) Hand-Carry Passes:

Exhibit hand-carry passes (available from the Organiser), designating the number of pieces and describing the contents of packages, will be required for removal of material from the exposition area by or for exhibitors during exhibition dismantling hours. The hand-carry pass must be presented to the security when removing cartons, boxes or exhibit equipment from the Exhibition Facility.

COMPLIANCE WITH APPLICABLE LAWS

Every Exhibitor agrees to abide by all pertinent laws, ordinances, rules, workers compensation, regulations and codes of duly authorised local, state, and federal governing bodies, together with the rules and regulations of the Exhibition Facility. The Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act and any regulations under that Act. Exhibitors will provide copies of any required or applicable permits, licenses, and certificates of insurance as may be required for the Exhibition.

APPLICATION OF RULES AND REGULATIONS

Each Exhibitor is bound in all respects by these Rules and Regulations. The Organisers reserve the right to waive, add to or alter any of these Rules and Regulations in the interest of the Exhibition either generally or in any particular case. Should any question arise whether provided for in these Rules and Regulations or not, the Exhibitor agrees to accept the decision of the Organisers as final.