

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. Scope:

These General Terms and Conditions of Business shall apply to any and all business relationships with our customers, to all quotations, deliveries and other services. Our General Terms and Conditions of Business shall apply exclusively; we shall not recognize terms and conditions of the customer that conflict with, or diverge from, our Terms and Conditions of Business, unless we have given our express written consent to their applicability. Our Terms and Conditions of Business shall also apply if, in full knowledge of the customer's terms and conditions that conflict with, or diverge from, our Terms and Conditions of Business, we provide the quotations, deliveries and other services to it without reservation.

2. Quotation, Copyright, Order Acceptance, Scope of Services:

- 1 The prices specified in our quotations and/or cost estimates shall be subject to change and freely revocable at any time up to the point at which an order is placed. Prices shall be exclusive of the value-added tax applicable on the day of invoicing.
- 2 The documents that are part of the quotations, such as designs, plans, drawings, samples, weight and measurement specifications etc. shall, unless designated as binding, be only illustrative in nature and contain merely approximate values. We shall reserve the ownership rights and copyrights to illustrations, designs, drawings and models etc. This shall also apply to such written documents as have been designated as confidential. Before disseminating them to third parties, the customer shall require our express written consent; otherwise, they must not be made accessible to third parties or used for other purposes.
- 3 Unless items in our quotations have been expressly designated or marked as "purchased parts", they shall be exclusively components that we make available only on a rental basis.
- 4 The customer's purchase order shall be a binding offer that we may accept within 2 weeks of our having received it.
- 5 Minor divergences from the agreed services, the specified documents, which are due to technical reasons shall be permitted, providing they do not involve any loss of quality or the functionality is not impaired.
- 6 Subsequent changes carried out at the customer's behest shall be charged.

3. Prices, Possible Other Costs:

The agreed price shall be paid. All prices shall be exclusive of the value-added tax applicable on the day of invoicing. Packaging, freight, postage, insurance and other shipping costs shall not be included in the agreed price, but shall be charged separately, unless the quotation states otherwise.

4. Payments, Default and Consequences:

- 1 Unless otherwise agreed, we shall be entitled to demand partial payments, as follows:
35% upon order confirmation,
35% 4 weeks prior to commencement of the trade fair,
30% (remainder) upon handover of the stand.
In this case, the customer shall be required to make a partial advance payment. Invoices shall be paid within ten days of receipt, with no discounts or other deductions being granted. Upon expiry of the aforementioned deadline, the customer shall be deemed to be in default of payment. In the event of such default, we shall, without prior notification, be entitled to exercise a right of retention for all outstanding deliveries and/or services or to demand further advance payments not agreed hitherto. The same shall apply if the client's settlement of the claim to payment appears to have been put at risk on account of a deterioration in its financial situation that has occurred or become known after formation of the contract. This shall apply, in particular, if a cheque from the client is not honoured, a levy of execution is made against it or composition or insolvency proceedings are instituted. In all such cases, we shall also be entitled to remove construction works or not make them available to the Client.
- 2 Agreed (fixed) deadlines shall be extended by the period during which the customer is in default of payment and the related interruption in the continuation of the works.

5. Prohibition of Set-Off, Right of Retention:

- 1 The Customer shall not be permitted to set off against our claim, unless the customer's claim is undisputed or has become res judicata.
- 2 Any right of retention on the part of the customer shall be excluded unless the customer's counterclaim stems from the same contractual relationship and is undisputed or has become res judicata.

6. Provision of Services, Deliveries; Shipping and Limitations of Liability:

- 1 Trade fair stands and/or other agreed services shall, unless otherwise stipulated by the organizer, be completed in accordance with the agreement but, in any case, generally no later than 6pm on the day before the trade fair or other event opens. We reserve the right to carry out minor residual work until the trade fair or exhibition opens, providing this does not significantly impair the customer's operation of the stand.
- 2 We shall undertake shipment, the setting-up of the stand and the provision of other services with due care, but shall do so at the Customer's risk. We shall accept no liability for exhibits and customer-specific material. Our liability for contractual breaches of duty and for tort shall be limited to wilful intent and gross negligence and to compensation for damage that typically occurs.

7. Rental, Soiling, Damage and Costs:

- 1 In the event of (partial) rental of a trade fair stand with/or without equipment, or other objects, the agreed rental items shall be supplied and erected at the trade fair in pre-cleaned, as new, but not brand-new condition. In this respect, blemishes on the rental materials shall not provide grounds for a claim to removal of defects or reduction in rent. The agreed rental items shall be made available to the customer/lessee only for the agreed purpose and the agreed duration. At the end of the trade fair, the rental items, including the equipment contained therein, shall be returned in an orderly condition. Costs of cleaning in the event of unusually heavy soiling of reusable rental items shall be charged to the client on a time and materials basis and shall not be included in the agreed rent.
- 2 Wall elements that have been damaged by using screws, nails etc. to hang pictures, exhibits or are no longer usable due to the gluing of films that cannot be completely removed (e.g. double-sided carpet tape or mirror-mounting tape) shall be charged to the client and shall not be included in the agreed rent. The same shall apply to other rental items that have been damaged.

8. Premature Ending of a Work Contract:

- 1 If an agreed work contract (not purchase agreement) is not implemented or not completed on account of the customer's termination or if the customer rescinds such a work contract for other reasons, the customer shall be liable for payment of the services hitherto provided for this work contract. We shall also be entitled to demand additional flat-rate damages

amounting to 5% of the remuneration attributable to the part of the service that has not yet been provided, without furnishing concrete evidence of damages. The customer shall reserve the right to furnish proof that the damages are smaller. In this case, it shall need to pay only the lower amount for which proof has been furnished.

- 2 Any termination by the customer or any other declaration by it which, in its interpretation, is intended to result in cessation of the contractual relationship shall require the text form in order to be valid.
- 3 This provision shall apply only to work contracts and not to purchase agreements.

9. Acceptance, Objections:

- 1 The acceptance inspection of all agreed works shall take place at the agreed time following their completion but, in any case, by no later than 6pm on the day before the trade fair/exhibition opens. The customer shall be obliged to accept, providing the preconditions have been met. An acceptance protocol must be prepared and shall be signed by both Parties. Any defects shall be recorded therein.
- 2 The trade fair stand shall be handed over by us in broom-clean condition. Subsequent daily maintenance cleaning shall be the responsibility of the customer, who can order such service from the organizer.

10. Warranty for Defects, Liability for Damages, Exclusion:

- 1 We shall, in the event of timely notification, warrant any defects through remedy or replacement delivery, at our option. If the remedy or replacement delivery fails on two occasions, the client shall reserve the right to demand a reduction in price or rescission of the contract. This shall also apply if we refuse to remedy the defect or to provide subsequent performance on account of disproportionate cost.
- 2 Further claims for contractual breaches of duty and for tort shall be limited to wilful intent and gross negligence. This liability disclaimer shall also apply to ordinary negligence on the part of our performing agents.
- 3 The customer shall receive no guarantees in the legal sense from us.
- 4 We shall not be liable for objects of the customer that are left behind during erection or removal of trade fair stands prior to commencement, or following termination, of a trade fair, unless there is wilful intent or gross negligence on our part. Liability shall be completely excluded for the duration of the trade fair.

11. Safekeeping of Trade Fair Objects, Transport and Liability:

- 1 Where trade fair stands, individual parts thereof, or other objects that are the customer's property have been stored with us and/or are transported by us, we shall be liable as follows:
Our liability for contractual breaches of duty and for tort shall be limited to wilful intent and gross negligence. This shall not apply in the event of injury to the customer's life, limb or health, or in the event of claims on account of the violation of material contractual obligations, i.e. obligations that arise from the very nature of the contract and the violation of which puts the achievement of the contractual purpose at risk. Liability, in the event of damage, shall be limited here to assumption of repair costs. If repair is impossible or involves disproportionately high costs, the replacement value to be calculated for the day on which the damage occurred shall be indemnified. The same shall apply in the event of loss of objects or parts thereof. In the event of ordinary negligence, however, the following shall not be indemnified: devaluation of the objects, loss of use, lost profit and other claims for damages.
- 2 Our performing agents shall be liable to customers only in cases of wilful intent or gross negligence.
- 3 Unless otherwise agreed, we shall charge the customer separately for the storage of purchased and special parts.

12. Insurance of Rental Items:

- 1 Unless otherwise agreed, the customer shall insure the objects that we transfer to it on a rental basis within an exhibition insurance policy, at its cost, from 6pm on the day before the trade fair begins until 7am on the day after the trade fair ends.
- 2 The customer shall assume a duty of supervision and care for the objects transferred to it on a rental basis for the period of the exhibition insurance. The customer shall be liable for any damage caused by it or third parties during this period, irrespective of whether this damage is covered by its insurer or not.
- 3 We also strongly recommend that the customer take out, for its own trade fair belongings (exhibits, models, PCs, etc.), an exhibition insurance policy that covers theft and transport risk, in particular, in the event of loss or damage.

13. Retention of Title:

We shall retain title to objects supplied by us, to the complete goods until all receivables from the customer have been settled, even if the concrete goods have already been paid for, but other receivables from the business relationship exist. If the objects supplied by us are mixed or combined with other objects, the customer shall assign to us herewith its ownership or co-ownership rights to the mixed object or the new object. It shall not be permitted to pledge the object or assign it as collateral. The customer shall notify us, without delay, of any third-party levy of execution on the goods subject to retention of title and shall hand over any documents required for an intervention; this shall also apply to impairments of any other kind. Irrespective of this, the customer shall inform the third parties, in advance, of the existing rights to the goods.

14. Data Protection:

We expressly point out that personal data within the meaning of the *Bundesdatenschutzgesetz* (Federal German Data Protection Act) will be processed in the course of the business relationship. The customer shall consent thereto, providing such is required by the contractual relationship.

15. Choice of Law, Place of Performance, Legal Venue, Validity

- 1 This contract shall be governed by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.
- 2 Unless otherwise provided for in the contract, the place of performance and payment shall be our business domicile in Weil der Stadt-Merklingen.
- 3 If the customer is a merchant, a legal entity under public law or a public-law Special Fund, the legal venue shall be the court having jurisdiction over our business domicile. We shall also be entitled to sue the customer at its general legal venue.
- 4 Should a provision in these General Terms and Conditions of Business be or become invalid, this shall not affect the validity of any other provisions or agreements. In such cases, the invalid provision shall be re-interpreted or supplemented such that the economic purpose intended by the invalid provision is achieved in a manner permitted by law.