

## GENERAL TERMS OF BUSINESS

### I Basic Contract Principles

1. All orders placed with us – the company mac messe- und ausstellungcenter Service GmbH – are based in rank on the following: The contents of a contract concluded between the parties, the order confirmation, the offer, these General Terms of Business, the legal provisions of the Bürgerliche Gesetzbuch of the Bundesrepublik Deutschland (German Civil Code), especially the provisions of Hire and Works Contract Law, the Fee Structure for Architects and Engineers.
2. Any variations from these Terms of Business require a written agreement.

### II Contents of Contract

1. All supplies and services are subject to the Terms below. These also apply to all future legal relationships between the Client and us. Any contractual Terms of the Client will only become part of this contract if acknowledged in writing by us.
2. Taking possession of our supplies will constitute an acknowledgement of these General Terms of Business.

### III Offer, Offer- and Draft Documentation

1. Unless otherwise stated in the offer, it will be without commitment.
2. If offers are drawn up based on information supplied by the Client and documents supplied by the relevant exhibition authorities, we do not accept any liability for the correctness of information and documents received, unless their incorrectness or unsuitability remains undiscovered due to intent or gross negligence.
3. Offers, plans, drafts, drawings, production and installation documentation as well as descriptions of event concepts will remain with all attached rights our property, unless explicitly stated otherwise in writing.

### IV Contract Conclusion

The contract will be concluded by way of our written order confirmation. However, orders placed will also be deemed accepted if not refused within one month of receipt.

### V Prices

1. Offered prices are valid only upon placing a complete order for all items offered.
2. All prices are quoted strictly net ex place of production or shipping depot and do not include packaging, freight, postage, insurance etc.
3. Offered prices are valid for 4 months from contract conclusion. After expiry of these 4 months, we are entitled to pass on any increases in price by the producer or supplier or in wages to the Client. The Client may cancel the contract if the price exceeds the price at the time of concluding the contract by more than 5%. We are in this case entitled to reimbursement of supplies rendered up to this moment, whereas the supplies provided also include claims by third parties, which we have delegated relying on the fulfilment of the contract. Further claims are excluded from both sides.
4. If commencement, progress or completion of the works is delayed for reasons outside our responsibility, we will be entitled to charge any additional expenses arising from this separately. The rates charged for working hours (including travel and loading times), any vehicle costs, material costs and other prices chargeable by us will be those valid on the day of execution.
5. Supplies not taken into account with the offer which are undertaken at the Client's request, or any additional expenses incurred due to incorrect information supplied by the Client or the event organiser, or due to delays in transport through no fault of us, or due to inadequate hall or surface conditions, preparatory supplies being finished late or unprofessionally by third parties - unless they are our fulfilment assistants - will be invoiced to the Client separately. The calculation basis applicable will be as per item V.4. of these Terms.
6. Supplies and errands undertaken on behalf of the Client at his request within the scope of planning and undertaking his participation in the exhibition are payable separately. For any amounts so incurred, we are entitled to charge an advance commission. We are further entitled to assign such supplies in the name and on behalf of the Client to third party contractors.

### VI Delivery Time and Installation

1. If no express deadline has been agreed for the commencement and completion of the works, the completion/delivery date stated will only be deemed an estimate.
2. In case of any changes or rearrangements to the operations introduced by the Client after conclusion of this contract, even confirmed completion/delivery dates will no longer be binding. The same applies for any impediments occurring through no fault of us, especially for any of the Client's documentation and materials being made available late.
3. Should any business interruptions occur through no fault of us or our supplier or subcontractor, specifically walk-outs, strikes and lock-outs and cases of force majeure based on unpredictable events or occurrences which are not our fault, and leading to serious interruptions in operations, the delivery/completion deadline will be extended accordingly. If due to the stated interruptions it becomes impossible to fulfil the contract, both parties are entitled to withdraw from the contract. In this case, we will be entitled to payment for supplies provided up to that date, where supplies provided also include any claims by third parties we have placed orders with believing the contract could be brought to its conclusion. Any further claims for compensation will be excluded from both parties.

### VII Freight and Packaging/Transfer of Risk

1. Our products, unless otherwise agreed, always travel at the Client's cost and risk. Any packaging required and considered necessary by us will be charged separately. The same applies to Client's goods.
2. Client's items to be used during production or installation have to be delivered by the agreed deadline, carriage paid to our site or the installation site. Such items will be returned, unless otherwise agreed carriage unpaid ex works or processing site, at the Client's risk.
3. Any risk is transferred to the Client, unless otherwise agreed, once goods leave our premises or are put at the Client's disposal. This also applies in any case carriage-paid delivery has been agreed.
4. If any goods ready for shipment cannot be shipped due to any reasons being the Client's responsibility, risk is transferred to the Client the day the goods are ready for shipment. Our duties will be deemed fulfilled after delivery of a Ready for Shipment notice to the Client.
5. In case exhibits of the Client are to be transported, above regulations shall accordingly apply.

### VIII Approval/Handover

1. Approval or handover will as a rule take place formally and immediately upon completion. The Client undertakes to be present on the day of approval himself, or to have himself represented by an authorised representative. In this respect, it is expressly acknowledged that in special cases, even an approval deadline of one hour before commencement of the exhibition is not an unreasonable one.
2. Any possible partial supplies still outstanding or defects claimed will be made good or corrected as soon as possible. Unless they considerably impede the function of the contract item, these will not constitute any entitlement to refuse approval.
3. If the Client starts using the supplies provided, or a part, without any prior formal approval, the approval will be deemed to have been granted by way of this use.
4. If supplies and services have been put at the Client's disposal by us on a rental base, then on our request, a formal handover of the hire item is to take place immediately upon the exhibition ending. The Client undertakes to be present at this handover, or to have himself represented by a duly authorised representative.

### IX Warranty

1. The warranty provided is in accordance with the "Bürgerliche Gesetzbuch" provisions concerning work contracts, in case of rental contract in accordance with hire contract regulations.
2. Under this warranty, the Client can initially only ask for remedial work. The type and manner of appropriate remedial work is at our discretion. We may at any time choose to supply replacement items. Any further claims, especially claims for reduction or withdrawal from the contract, can only be claimed by the Client in case two attempts of remedial work have failed due to the same defect.
3. The warranty does not extend to such defects occurring while with the Client due to natural wear and tear, dampness, intense heat or improper handling or unsuitable storage. The same applies to the warranty not extending to reasonable variations in shape, dimensions, colour and texture of materials.
4. The Client undertakes to immediately inform us of any defects and to give us an opportunity to come to any appropriate conclusions.
5. In case notification of defects is reported late, or no provisos due to known defects were made at the time of approval, any entitlements to warranty will lapse in their entirety.
6. Warranty entitlements will also lapse in case the Client undertakes changes himself, or if he makes it difficult or impossible for us to establish and remedy the defects, which as a rule applies to any notifications of defects once the exhibition has ended.

## **X Liability**

1. Defect claims and claims for compensation for errands undertaken in the name of the Client by way of supplies and services by third parties are excluded, unless we have breached our duty of care when choosing such third parties.
2. We are not responsible for the exhibitor's goods, unless storage has expressly been agreed in writing. In this case, we will only be responsible up to the limits covered by insurance.
3. In case the subject of the contract consists of plans and drafts only, we will only be responsible for being able ourselves to realise these plans or these drafts appropriately. Any further claims will be excluded.
4. No responsibility is accepted for free-of-charge advice, information, or any other free-of-charge supplies.
5. Claims for compensation concerning damages of any kind, even in respect of such damages not having occurred with regard to the contract item itself, for instance from delay, breach of duty or unauthorised actions, are excluded, unless damage was caused due to intentional or grossly negligent actions, and insofar as by excluding such compensation claims, fulfilment of the contract is not prevented or jeopardised. This limitation of liability applies to the same extent to our fulfilment and operations assistants. Claims for damages arising from injury to life, body and health as well as claims under Product Liability Law remain unaffected.
6. The Client is liable for all items he is provided with on a hire or rental basis, including the exhibition stand, for an amount of up to a total reconstruction costs, or, in case of loss, of up to the amount of the cost of a new replacement item.

## **XI Insurance**

1. Any of the Client's items taken in by us will be insured in any case at the Client's expense and for his account.
2. We have to be notified of any damage incurred in transit immediately. In case of shipment via forwarding agents, any damage is to be marked on the consignment note, in case of shipment by train, a confirmation concerning the damage has to be requested from the Railway Office and sent to us.

## **XII Credit basis**

A condition of our duty to supply is the Client's creditworthiness. In case the Client has supplied incorrect or incomplete details as far as he personally or his creditworthiness is concerned, or he has ceased his payments, or insolvency proceedings have been instituted against his assets or an application to open insolvency proceedings has been done, we are not obliged to provide any supplies. In such cases, we may demand cash in advance or other suitable securities to safeguard our fee entitlements. If the Client does not comply with these requests, we may terminate this contract for important reasons in accordance with item XVII of these Terms, or can withdraw from the contract and claim compensation. With regard to the level of such amounts, provisions as per item XVII.3. of these Terms apply.

## **XIII Retention of Title**

1. All sold delivery items will remain our property until all liabilities under the contractual relationship between the parties have been completely met.
2. Without our express agreement, the Client is not entitled to sell on the retained title goods, or to process or use them in any way. Irrespective of this, the Client assigns our entitlements to payment arising from any resale of the retained title goods to us at this point. We accept this assignment.

## **XIV Industrial Property Rights, Drafts, Drawings**

1. Planning, drafts, designs, production and installation documents, descriptions of concepts as well as descriptions of exhibition and event concepts etc. remain with all rights in our property, even if they have been handed to the Client. They are to that extent entrusted to the client in the sense of §18 UCL (law against unfair competition). A transfer of rights to use, excluding those necessary to fulfil the contract, is only possible with an express written agreement, regardless whether special protection rights (e.g. copyright) exist or not. The Client undertakes to refrain in all forms from any other use, in particular the reproduction and dissemination, disclosure to a third party or a direct or indirect replica, provided that it is not required for the performance of the contract.
2. If the client realises exhibitions or events, which essentially correspond with our planning, drawings and concepts, it is assumed that the client is in violation of point 1. The client is free to prove the contrary.
3. In case of a violation according point 1, we can claim at least additional fees for the planning, draft and conceptual work according to the fee structure for architects and engineers. Any further damages can also be claimed.
4. Furthermore in case of an infringement of the duties lists under point 1 and in particular in case of a copy construction we can claim damages to the value of 50 % of the agreed rental fee if the service was to be rendered on a rental basis. The client is free to prove that damages have not occurred or not to this value.
5. If any materials or documentation for producing the contract item are handed over by the Client, the Client warrants that by producing and supplying the works as per his documentation, no third party protective rights are infringed upon. We are not obliged to check whether details and documentation handed over by the Client for production and supply are infringing on any third party protective rights. The Client undertakes to immediately indemnify us from any possible claims for damages by third parties and to pay any damages arising from the infringement of any protective rights.

## **XV Terms of Payment**

1. Unless otherwise agreed, any amounts invoiced are immediately due for payment upon receipt of the invoice. No deductions of any kind whatsoever apply; advance payments are not liable to payment of interest.
2. Unless otherwise agreed, we are entitled to request payments in part. As a rule, one third of the order sum is payable on placing the order, one third upon start of works and one third on handover of the stand.
3. In case the Client does not meet his obligations to pay or not in due manner, he shall not be allowed to use our supplies. In case services are rendered or an exhibition booth is let on a rental base the Client is under obligation to give back possession of the let services and material to us without delay on simple request.

## **XVI Set-off and Assignment**

1. Any set-off against disputed and not legally acknowledged claims of the Client is excluded. The same applies to claiming retention rights.
2. The Client's rights arising from this contractual relationship are only transferable with our prior consent.

## **XVII Termination**

1. Should the client terminate or rescind from the contract, we are entitled to the agreed compensation for all services rendered up to that moment. In regards to services not rendered yet the parties agree to 40% of the contractual compensation as savings of expenditure to be taken into account of the entitlement for compensation, unless the client proves that higher expenses have been saved by us. The client's right to demonstrate that we had minor costs remains unaffected.
2. The right to terminate for an important reason remains unaffected, however under the condition that prior to this, an appropriate demand in writing to remove this important reason within a reasonable period has been made, and that this deadline has passed without any success. An important reason in particular is the Client not fulfilling his obligations to pay or breaching his obligation to refrain under these Terms.
3. In case of a termination for an important reason by us or withdrawal due to reasons in the Client's responsibility the regulation of paragraph 1 applies.

## **XVIII Data Protection**

Please note that under the scope of this business relationship or in connection with it, personal data, no matter whether they originate with us ourselves or with third parties, will be processed in accordance with the Federal Data Protection Law.

## **XIX Place of Performance and Court of Jurisdiction**

Place of Performance and Court of Jurisdiction for any disputes arising between the parties from this contractual relationship is the place of our legal seat, as long as the Client is a Commercially Registered Merchant, a legal entity of public law or of separate estate public law. The contractual relationship is subject to German Law.

## **XX Final Clauses**

In case any individual provision is invalid either partially or in its entirety, the effectiveness of all other provisions remains unaffected.

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Entry in the commercial register: HRB 1301 at the local court of Bad Kreuznach  
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