

## 1. Scope of general terms and conditions:

These general terms and conditions apply to all business relations with our clients, to all offers, deliveries and other services. Individual agreements, made with the customer in individual cases (including collateral agreements, supplements and amendments), shall in any case take precedence over these terms and conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

## 2. Offer, copyright, acceptance of order, scope of services:

- 2.1 The prices stated in our offers and/or cost estimates are non-binding and can be freely revoked at any time until the order is placed. The prices are exclusive of the value added tax applicable on the day of invoicing.
- 2.2 The documents belonging to the offers, such as drafts, visualizations, technical plans, drawings, etc., are of an illustrative nature only and contain only approximate values, unless they are designated as binding. We reserve the property rights and copyrights to illustrations, drafts, drawings and models, etc.. Before passing them on to third parties, the customer requires our express written consent, otherwise they may not be made available to third parties or used for other purposes.
- 2.3 If items are not expressly designated or marked as „purchased parts“ in our offers, these are exclusively components which are only provided by us on a rental basis.
- 2.4 The customer's order represents a binding offer which we can accept within 2 weeks of receipt.
- 2.5 Insignificant deviations from the agreed services, the above-mentioned documents, which are due to technical reasons, are permissible as long as they are not associated with a loss of quality or the functional capability is not impaired.
- 2.6 Subsequent changes at the instigation of the customer will be charged.
- 2.7 If, at the time of preparing the offer, not all the necessary documents are available, e.g. technical guidelines of the organizer, access to the venue, etc., we will adjust our offer accordingly after presentation. In this respect, the offer is based on experience.
- 2.8 Exhibition-related services, e.g. ancillary costs of the local forwarding agent, electricity, water etc., are not included in the offer. These will be invoiced on receipt with a expense fee of 10%. The corresponding invoice for the trade fair can be presented on request.

## 3. Prices, any other costs:

The agreed price must be paid. All prices are exclusive of the value added tax applicable on the day of invoicing.

## 4. Payments, default and consequences:

- 4.1 Unless otherwise agreed, partial payments are due as follows:
  - 50 % of the offer sum with placing of order - is deemed to be an order confirmation
  - 50 % on delivery
- 4.2 Supplements and special services will be invoiced separately after handover or the start of the trade fair.
- 4.3 Invoices are generally due immediately upon receipt. Afterwards default occurs. Discounts or other deductions are not granted. In the event of default of payment, we are entitled without prior notice to exercise a right of retention for all outstanding deliveries and/or services or to demand further advance payments not yet agreed.

The same shall apply after the conclusion of the contract if, a deterioration of the financial circumstances on client side, which occurs or becomes known, the fulfilment of the payment claim appears endangered.

This shall apply in particular if enforcement measures are taken against him, composition or insolvency proceedings are applied for. In all these cases we are also entitled to dismantle construction work or not to make it available to the customer.
- 4.4 Agreed (fix-) deadlines shall be extended by the period of delay in payment and the associated interruption in the continuation of work.

## **5. Exclusion of set-off, right of retention:**

- 5.1** Offsetting against our claim is not permitted unless the customer's claim is undisputed or legally established.
- 5.2** A right of retention by the customer is excluded, unless the customer's counterclaim originates from the same contractual relationship and is undisputed or legally established.

## **6. Provision of services, deliveries; shipping and limitations of liability:**

- 6.1** The completion of exhibition stands and/or other agreed services shall be carried out as agreed, but as a rule no later than 18 pm on the day before the opening of the trade fair or other event, unless the organiser stipulates otherwise.  
Alternatively, the handover date agreed in writing with the customer shall apply.
- 6.2** We reserve the right to carry out minor remaining work until the opening of the fair or exhibition, insofar as this does not significantly impair the commissioning of the stand by the customer.
- 6.3** We shall dispatch the goods, build the stand and provide other services with due care, but at the risk of the customer.
- 6.4** We assume no liability for exhibits and customer-owned material. Our liability for contractual breaches of duty, as well as for tort, is limited to intent and gross negligence and to compensation for typically occurring damages.

## **7. Rental, pollution, damage and costs:**

- 7.1** Basically, our service is the rental of exhibition stands, their equipment and other objects.
- 7.2** The agreed rental objects are delivered in pre-cleaned, new condition, but not in a brand-new condition, were delivered and set up at the trade fair. In this respect, blemishes and traces of use of the rental equipment/materials, do not justify any claim to Correction of deficiencies, or reduction of the rent.
- 7.3** The agreed rental objects are only made available to the client/tenant for the agreed purpose and duration.
- 7.4** After the end of the trade fair, the rental objects must be returned in an orderly condition. Costs for cleaning in the event of exceptional soiling of reusable rental objects will be charged to the client according to expenditure and are not included in the agreed rent.
- 7.5** Wall elements that have been damaged by hanging pictures, exhibits, etc. with screws, nails, etc., or that are no longer usable due to the application of films that cannot be removed without leaving residue (e.g. double-sided adhesive carpet tape or mirror tape), will be invoiced to the client and are not included in the agreed rent. The same applies to other rental objects that have been damaged. In the event that our fitters carry out the work, reference is made to this in advance.
- 7.6** If our offers of rental exhibition stands contain purchased parts, these are expressly shown as such in the offer.
- 7.7** Only after full payment of our invoice do these become the property of the customer. It is not permitted to take them to the end of the trade fair without prior agreement.

## **8. Premature termination of a contract for work and services:**

- 8.1** If an agreed contract for work and services (not a purchase contract) is not executed or not completed in full due to the termination of the customer, or if the customer withdraws from such a contract for work and services for other reasons, the customer shall owe the payment for the services provided to date to this contract for work and services. This applies without explicit proof of damage.
- 8.2** The same applies to the services of suppliers (e.g. truss, sound and lighting equipment etc.) within the framework of the contract for work and services.
- 8.3** The customer reserves the right to prove, that the damage is lower. In this case, he only has to pay the proven lower amount.
- 8.4** The termination of the customer, or any other declaration by the customer, which, according to his understanding, should lead to the termination of the contractual relationship, must be made in written form to be effective.
- 8.5** In case of force majeure or similar circumstances, e.g. thunderstorms, strikes, pandemic cases, which do not allow the fulfilment of the contract for work and services, the above-mentioned regulations shall also apply.
- 8.6** This regulation only applies to contracts for work and services, not to pure sales contracts.

## **9. Acceptance, Complaints:**

- 9.1** Acceptance of all agreed services shall take place after their completion at the agreed time, but no later than 18 pm on the day before the fair/exhibition opens.
- 9.2** The customer is obliged to acceptance of work, provided that the prerequisites are met. A protocol about the acceptance is to be drawn up and signed by both parties. Possible defects are to be recorded therein.
- 9.3** The exhibition stand will be handed over by us in a swept condition. The customer is responsible for the subsequent and daily maintenance cleaning, which can be ordered from the organizer.

## **10. Warranty for defects, liability for damages, exclusions:**

- 10.1** If, despite all the care taken, the delivered goods should have a defect that was already present at the time of the transfer of risk, we will, subject to timely notification of defects, either repair the goods or deliver replacement goods at our discretion. We must always be given the opportunity for subsequent performance within a reasonable period. Recourse claims shall remain unaffected by the above provision without restriction.
- 10.2** If the supplementary performance fails, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.
- 10.3** Further claims for contractual breaches of duty and for tort are limited to intent and gross negligence. This exclusion of liability also applies to slight negligence on the part of our vicarious agents.
- 10.4** The customer does not receive guarantees in the legal sense from us.
- 10.5** We are not liable for objects of the customer which are left behind during the construction and/or dismantling of exhibition stands, before the beginning or after the end of an exhibition, unless there is a case of intent or gross negligence. During the duration of the fair, liability is completely excluded.

## **11. Safekeeping of exhibition goods, transport and liability:**

If exhibition stands, individual parts thereof, other objects which are the property of the customer are stored with us and/or transported by us, we are liable as follows:

- 11.1** Our liability for contractual breaches of duty and for tort is limited to intent and gross negligence. This shall not apply in the event of injury to life, body and health of the customer, claims due to the violation of cardinal obligations, i.e. obligations which arise from the nature of the contract and whose violation endangers the achievement of the purpose of the contract. Here, liability in the event of damage is limited to the assumption of the repair costs. If the repair is impossible or involves disproportionately high costs, the replacement value to be determined for the day of the damage shall be replaced. The same shall apply in the event of loss of the items or parts thereof.
- 11.2** However, in the case of slight negligence, reduction in value of the items, loss of use, loss of profit and other claims for damages, are not replaced.
- 11.3** Our vicarious agents are only liable to customers in cases of intent or gross negligence.
- 11.4** The legal statute of limitations applies to claims for damages in the case of intent and gross negligence, as well as injury to life, body and health, which are based on an intentional or negligent breach of duty by the user.
- 11.5** We shall charge the customer separately for the storage of purchased and customized parts, unless otherwise agreed.

## **12. Insurance of rented property:**

- 12.1** Unless otherwise agreed, the objects rented by us to the customer shall be insured by him at his expense from the day before the start of the fair, from 6 p.m. until the day after the end of the fair, until 8 a.m., as part of an exhibition insurance policy.
- 12.2** For the period of the exhibition insurance, the customer shall assume the duty of supervision and care for the objects provided to him on a rental basis. The customer is liable for damages caused by him or third parties during this period, regardless of whether these damages are covered by his insurer or not.
- 12.3** We also strongly recommend taking out exhibition insurance for the customer's own exhibition goods (exhibits, models, PCs, etc.), which in particular covers theft and transport risk in the event of damage.

### 13. Retention of title:

We reserve the title to items delivered by us, to the complete goods until all claims against the customer have been settled, even if the specific goods have already been paid, but further claims from the business relationship still exist. If the items delivered by us are mixed or combined with other items, the customer hereby assigns to us his rights of ownership or co-ownership of the mixed stock or the new item. He is not permitted to pledge or assign them as security. The customer must inform us immediately of any enforcement measures by third parties against the reserved goods, handing over the documents necessary for intervention; this also applies to impairments of any other kind. Irrespective of this, the customer must inform the third parties in advance of the rights existing in the goods.

### 14. Choice of law, place of performance, place of jurisdiction, validity:

**14.1** The law of the Federal Republic of Germany shall apply to this contract.

**14.2** Unless otherwise stated in the contract, the place of performance and payment is our place of business.

**14.3** If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the court responsible for our registered office. We are also entitled to sue the customer at his general place of jurisdiction.