

General Terms and Conditions

I. Basics of contract

1. All orders placed with the Contractor are based in rank on:
 - the quotation
 - these General Terms and Conditions
 - the Fee Structure for Engineers and Architects
2. Any departures from these General Terms and Conditions do require written agreement.

II. Contents of contract

All supplies are subject to the following General Terms and Conditions.

Any contractual terms by the Customer will not part of the contract unless confirmed in written by the Contractor. The purchase of the performance by the Customer will be considered as the acknowledgement of these General Terms and Conditions.

III. Quotation, quotation and draft documentation

1. The Contractor will be liable for the quotation 10 work days from date of quotation.
2. Quotations are drawn up based on information supplied by the Customer and documents supplied by the him and the exhibition management. The Contractor does not accept any liability for the correctness of these documents, especially not for the correctness of the documents supplied by the exhibition management.
3. For performance not being quoted and additionally executed on his request or that has to be executed due to documents not been submitted in due time by him or the exhibition management, the Customer will be charged additionally.
4. Plans, drafts, drawings, production and assembly documentation will with all rights remain within the Contractor's property unless otherwise agreed. Modifications of plans, drafts etc. may only be effected by the Contractor. These documents must neither be reproduced nor made available to third parties. In case no order is placed the documents must be immediately returned to the Contractor.

IV. Contract conclusion

The contract will be concluded by way of the Contractor's written order confirmation. However, orders placed will also be considered as acknowledged if not refused within one month upon date of receipt.

V. Prices

1. The quoted prices are only valid if the complete order for the quoted item is placed.

2. The prices quoted are to be added by the applicable Value Added Tax (VAT), unless expressly stated in the quotation.
3. All prices are net ex works or place of dispatch and do not include costs of package, freight, postage, insurance etc.
4. The quoted prices are valid four month from date of contract conclusion. After expiry of these four months the Contractor will be entitled to pass on any increases in price by the producers or suppliers or pay rises to the Customer. Relevant date for the price will be the day of the commencement of the works. The Customer, however, will be entitled to withdraw from the contract if the price defined with the commencement of the works for the entire object will exceed the price at the time of contract conclusion by more than 4 %.
5. If the commencement, progress or completion is delayed by reasons the Contractor can not be held liable for he will be entitled to charge separately for the extra costs arising from this delay. Relevant rate will be the rate of working hours (not including times of travelling and loading), vehicle appliances, material costs and other prices of the Contractor valid on the day of the execution.
6. The Customer will be charged for additionally with any performance not quoted within the offer made on the Customer's demand or additional costs due to incorrect information supplied by the Customer, the event organizer, due to delays in transport through no fault of the his own, inadequate condition of the surface, delayed or inadequate preparatory supplies by third parties if not agent of vicarious liability. Calculation basis applicable will be item V.5. of these General Terms and Conditions.
7. Any service and purchase provided at the Customer's request within the scope of the planning and execution of the Customer's participation in the exhibition (full service) will be charged for separately. The Contractor is entitled to charge a provision for his expenses. The Contractor is entitled to pass on such services to third parties in the name of the Customer.
8. Plans, drafts and drawings will be charged for unless otherwise expressly agreed in written form even if no special costs are quoted or confirmed. This will especially apply if the contractual relationship ends after making up plans and drafts of an exhibition stand. Calculation basis is HOAI fee regulation for architects and engineers.
9. Price agreements in the context of perennial contracts might be cancelled in case the economic situation changes due to serious increase in prices, material, energy etc.

VI. Supply and assembly

1. If no particular deadline for the commencement or the completion of the works is agreed upon the stated day of delivery is only rough unless it coincides with a particular start of exhibition.
2. In case of any alterations or re-arrangements agreed upon with the Customer after contract conclusion particularly fixed supply dates will no longer be binding.
3. In case of business disorder for which the Contractor can not be held responsible for, especially unfinished works, strikes and lockouts as well as force majeure arising from an

unpredictable event occurring through no fault of his own and result in essential business disorder as well for the Contractor as for his suppliers or subcontractors the Contractor will be entitled to or place orders for performances perform at the Customer's expense that will assure the on-time completion and eliminate hold-ups of assembling and dismantling works. In case the contract can not be executed due to the stated disorders both parties will be entitled to retreat from the contract. Claims for compensation will be excluded.

VII. Freight and packaging

1. At any time will the items travel to the Customer's cost and risk and perils unless otherwise agreed. If the Contractor bears the costs of freight it is up to his decision to supply carriage free or to remunerate for the freight as provided for in the contract, packaging at the Customer's request or considered necessary by the him will be charged for separately.
2. Items of the Customer that shall be used for the production or the assembling works must be supplied at the agreed deadline and time free work respectively assembling site. Such items will be returned carriage unpaid ex works or site at the Customer's risk and perils.

VIII. Risks and perils

1. The risk and perils are to the Customer as soon as the items leave the Contractor's company or are put at the Customer's disposal unless otherwise agreed. This also applies when carriage free delivery is agreed.
2. If the items are ready for dispatch and can not be dispatched due to reasons that the Customer is liable for the risk and perils are to the Customer from the day the items are ready for dispatch. The Contractor's performance is considered to be effected after the Customer received the announcement of the items being ready for dispatch.
3. In case the materials get lost during transport or after being delivered to the assembling site through no fault of the Contractor this is to the Customer.

IX. Take-over / Handing-over

1. Referring to the taking-over resp. handing-over the regulations of Â§ 12 VOB/B apply defining that this must be done formally and immediately upon completion of the works. The Customer is obliged to take part in the taking-over in person or to have somebody officially authorized to do so. It is expressly acknowledged that a taking-over until 18:00 o' clock the day before the exhibition starts or one hour before the start of the exhibition is not inadequate.
2. In case the Customer made use of the performance or part of the performance without a prior formal take-over the take-over is considered to have been effected with the Customerâ€™s taking use of.
3. In case minor performance has still to be effected or defects have to be remedied this will be done as fast as possible. As far as this does not obstruct the function of the subject of the contract it will not entitle the Customer to refuse the take-over. Only partial payment withholds will be admitted.

4. In case no particular exhibition day is agreed for the assembly of the exhibition stand and the Customer does not take over the Contractor's performance although he has been advised of its completion the Contractor will be entitled to rescind the contract or file a claim for non-performance. The Contractor will be entitled to file a claim of 40 % compensation, in case of hire / rental 60 % of the entire amount of order. The Customer may well prove that a damage has not occurred or not in the stated degree. The Contractor may well file a higher claim than the proved damage.

5. In case the performance is handed over to the Customer by way of hire / rental the Contractor is entitled to ask for a formal handing-over of the hired item immediately upon the end of the exhibition. The Customer is obliged to take part in the handing-over in person or to have him-/herself represented by an authorized person.

X. Warranty

1. Liability for defects is restricted to a period of 6 months maximum upon delivery resp. performance. The complaint does not interrupt the warranty period.

2. In case the Customer purchases the item he has to inform the Contractor about incomplete or incorrect supply resp. performances or complaints about obvious defects without delay, 7 days upon receipt, supply resp. completion at the latest and in written form. If, despite careful verification, a defect becomes obvious later it has to be communicated without delay, 7 days after taking notice of it at the latest.

3. If the exhibition stand assembled upon the Customer's order by way of hire, the complaints as mentioned in no. 2 have to be communicated to the Contractor without delay, 6 hours before the end of the exhibition at the latest.

4. Basically, the Customer can only demand remedial work as warranty. The method of the appropriate remedial work is up to the Contractor's discretion. The Contractor is at any time entitled to supply replacement. In case the Customer purchases the exhibition stand he will be entitled to demand the rescind of the contract or price reduction if at least two attempts of remedial work of the same deficiency were not successful.

5. In case the exhibition stand is hired the Customer is solely entitled to ask for warranty for such deficiencies that showed during the hiring period.

6. The Contractor is entitled to refuse the remedy of the defects as long as the Customer has not yet performed the obligations arising from the contract.

7. The warranty does not extend to such defects that originate in natural wear and tear, humidity, serious increase in temperature, inadequate treatment or inadequate storage. This applies especially to graphics.

8. Reasonable variations in shape, dimensions, colour and quality are in accordance with the contract and do not entitle to complaints.

9. In case notification of defects is reported late or reservations because of known defects were not made at the time of take-over any entitlement of warranty will lapse in its entirety. The same

applies to alterations effected by the Customer or if he hinders the Contractor in the remedial work.

10. Claims of complaint towards the Contractor resulting from providing supplies or services from third parties (full service) are excluded unless the Contractor is proved to have infringed the duty of care when choosing the third parties.

11. Remedial work resp. replacement supply does not slow or interrupt the warranty period.

â€¢ Claims of compensation, especially such arising from infringing the obligation to do remedial work, are excluded unless they do originate in severe negligence or intention. In case of severe negligence the compensation is limited to the damage predictable at the day of contract conclusion.

XI. Liability

1. The Contractor is not liable for inadequate supplies resp. performances of third parties unless the he is proved to have infringed the duty of care when choosing the third parties. The Customer may demand the Contractor's claims towards these to be transferred.

2. The Contractor is not liable for the Customer's goods unless the taking care of is confirmed in writing.

3. In case of special consultancy or information contracts the Contractor is only liable up to the amount the Customer has to pay.

4. If solely planning and drafts are subject of the contract the Contractor is not to be held liable for whatsoever. The Contractor stands in for as far as he himself is in the position to assemble the planned resp. drafted exhibition stand.

5. For advice, information or other services free of charge the Contractor is not to be held liable.

6. The Contractor is not liable for the correctness of the documents supplied either by the Customer or the relevant exhibition management. The reservations made by the exhibition management are also claimed for by the Contractor.

7. Claims for compensation of any kind, including damages that did not occur to the supply subject itself, caused by delay, impossibility of performance, positive violation of demand, guilt at contracting as well as unpermitted action are excluded as far as the damage is not caused by deliberate or culpable negligent actions and as far as the completion of the contract is not made impossible or endangered by the exclusion of claims for compensation. The restriction of liability applies in the same extent to the Contractor's assistants in completion and performance. Excluded are claims for compensation in accordance with the law of product liability.

8. The Customer is liable for all items he is provided with on a hire / rental basis including the exhibition stand in all, if hire / rental basis is agreed up to the cost of re-construction resp. in case of loss up to the cost of new purchase. This also applies to the Contractor's tools and accessories as far as the Customer takes it into safe keeping.

9. No liability is accepted for graphics coming off from support materials in case increased humidity or major fluctuations in temperature prevail in the halls of the event. This applies especially if temperature does not exceed +10°C.

XII. Insurance

1. For transports arranged or effected by the Contractor the items of dispatch will be insured upon the Customer's request and at his cost to the value of purchasing them as new unless otherwise agreed upon.

2. Transport damages must be immediately reported to the Contractor. If the items are moved by a forwarding agency the damages must be recorded on the consignment note; if the transport is made by rail an official railway certificate must be immediately asked for and sent to the Contractor.

3. Goods of the Customer that the Contractor stored due to written agreement will be insured by the Contractor at the Customer's expense against fire, water damage and burglary and theft at the amount of new acquisition for the duration of such storage.

4. In case any work or production documents as originals, drawings, negatives etc. supplied to the Contractor shall be insured against any danger the Customer has to cause this insurance. The Contractor is only liable for the loss of such documents if he can be charged with intention or severe negligence.

5. It is the Customer's matter, unless otherwise agreed, to insure the exhibition stand against loss and damage of whatever kind during the assembling and dismantling works and the duration of the event. Appropriately, the Customer will include the Contractor's tools and assembling accessories within the insurance cover if the assembling and dismantling works take place out of the Contractor's headquarters.

XIII. Credit basis

As a prerequisite to the Contractor's performance the Customer must be credit worthy. In case the Customer has supplied incorrect or incomplete information about his person or about facts concerning his state of being credit worthy or in case he ceased payments or bankruptcy or composition proceedings have been applied for the Contractor is not obliged to perform. In such cases the Contractor is entitled to rescind the contract and claim for compensation because of non-fulfilment. With regard to the level of compensation provision as per item IX.4. of these General Terms and Conditions apply.

XIV. Reservation of proprietary rights

1. If the purchase of the performance is agreed between the parties all supplied items remain within the Contractor's property until all liabilities resulting from this contract are completely met.

2. The Customer is entitled to sell the retained title items only in accordance with business regulations. He is not entitled to pawning or use the items as a security. He already cedes his entitlements to payments resulting from the resale of the retained title items to the Contractor. The

Contractor accepts this transfer. At the Contractor's request the Customer has to give the information that is required for collection about the transferred claims and to inform the debtors about the transfer.

VH - 07.1999

3. The Customer has to inform the Contractor immediately in written about compulsory executions of thirds of the retained title items or the claims transferred in advance and at the same time has to supply the documents necessary for an intervention. If the Customer becomes insolvent or has difficulties to pay he is no more entitled to resale the retained title items. At the Contractor's request he is obliged to immediately return these supplied retained title items.

XV. Protective rights, drafts, drawings etc.

1. Plans, drafts, drawings, production and assembling documentation including all their attaching rights remain within the Contractor's property, even if they have been handed over to the Customer, unless the Contractor's performance as defined within the contract solely covers drafting draft, in any case the transfer of ownership rights and rights of use require express written agreement.

2. Modifications to plans, drafts etc. may be effected exclusively by the Contractor, even if such documentation has become the Customer's property unless the exclusive rights of use have been expressly transferred in written. The Contractor is always entitled to sign the documents and use them for marketing purposes.

3. In case the Customer copies the documentation as mentioned within Clause 1 or makes them available to third parties without the Contractor's permission the Contractor is entitled to assert damage regulation in a lump sum according to the regulations of Clause XI.4 of these General Terms and Conditions.

4. For the execution of orders according to information or documents the Customer supplied to the Contractor the Customer guarantees that with the production and supply effected executed on the basis of his documents protective rights of thirds are not infringed upon. The Contractor is not obliged to verify if the information or documentation supplied to him by the Customer may infringe any protective rights of thirds.

5. The Customer is obliged to immediately indemnify the Contractor from any possible claims for compensation by third parties and to pay for any damages that may arise from the infringement of any protective rights and, as far as required, to do advance payments.

XVI. Terms of payment

1. The amounts invoiced are, unless otherwise agreed, immediately due for payment upon receipt of the invoice.

2. For orders of long duration or of a higher value the Contractor, unless otherwise agreed, is entitled to make out interim invoices or request instalments. For objects of more than \hat{a} , \approx 50,000 the terms of payment are: 1/3 with order, 1/3 with interim invoice and 1/3 with handing over of the stand.

3. Deductions of any kind are excluded. Interests on down payments will not be paid. Bills are only accepted if agreed upon beforehand and only for payment purposes as well as under reservation of discounting possibilities. In case of payment by bill, cheque or further instruction documents the Customer will pay the costs of discounting or collection.
4. The Contractor is not obliged to protest the bill.
5. In case of delay in payment upon application for payment the Contractor is, notwithstanding further claims, entitled to claim for delay damages at the amount of the common minimum interests on debit balance and commission of the big banks (at least 3 % above the resp. discount rate of the German Federal Bank). The Contractor is, after setting a time limit with threat of rejection, furthermore entitled to rescind the contract or file a claim for non-fulfilment. With regard to the level of compensation provision as per item IX.4. of these General Terms and Conditions apply.

XVII. Set-off and assignment

1. Setting off against disputed counterclaims are excluded for the Customer.
2. The Customer's rights arising from this contractual relationship are only transferable with the Contractor's prior consent. This applies especially to such cases where the contractual relationship ends after the planning and drafting of an exhibition stand.

XVIII. Data protection

Under the scope of this business relationship or in connection with it, personal data, no matter whether they originate in the Contractor himself or in third parties, will be processed in accordance with the German Federal Data Protection Law.

XIX. Place of performance and court of jurisdiction

Place of performance and court of jurisdiction for any disputes between the persons arising from this contractual relationship is the registered office of the Contractor. The contractual relationship is subject to German Law.

Final Clauses

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