



General Terms and Conditions

Applicability

The following General Terms & Conditions apply to all services, deliveries, including consulting services, responding to preliminary enquiries, information, etc. provided by W&M Werbung und Messebau Service GmbH (hereinafter referred to as "W&M"). They are deemed accepted unless expressly agreed otherwise in writing or required by law. The respective General Terms & Conditions published on the website www.werbung-messebau.de/AGB apply. These terms are considered accepted on placing the order at the latest. Terms & conditions of the tenant, buyer, purchaser or client (hereinafter referred to as "client") noting their general terms & conditions which deviate from the following terms shall only become a subject matter of the contract, when and if acknowledged by W&M in writing. This also applies to side agreements.

1. Contractual bases

- 1.1. All orders placed with W&M are subject to: the contents of a contract concluded between the parties, the order acknowledgement, the offer, these general terms & conditions, statutory regulations of the Federal Republic of Germany.
- 1.2. Any deviations from these general terms & conditions require a written agreement.

2. Offer and design documents, copyright, intellectual property

- 2.1. For offers prepared based on client specifications and the documents provided by the respective exhibition management, W&M assumes no liability for the accuracy of information and documents received.
- 2.2. Unless otherwise expressly agreed in writing, all offers, plans, designs, drawings, production and installation documents, as well as descriptions of event concepts prepared by W&M along with all rights remain the property of W&M, including when delivered to the client.
- 2.3. Offers, plans, designs, drawings, production and installation documents, as well as descriptions of event concepts shall not be duplicated or made accessible to third parties without the approval of W&M. If an order is not placed, these documents shall be returned to W&M promptly. Please note item XII. of these T&C.



3. Contract conclusion, competitive exclusion

- 3.1. The contract is solely concluded by written order acknowledgement (by post, fax or e-mail) from W&M.
- 3.2. Any proposals, quotations, etc., are a contractual offer for the client. They do not constitute the conclusion of a contract.
- 3.3. An exclusion of competition cannot be demanded by the client.

4. Prices

- 4.1. The prices offered, particularly also including all-inclusive prices and fixed prices, shall only be valid for when all services in the offer are ordered.
- 4.2. All prices are strictly net ex production works or warehouse, and do not include packaging, freight charges, postage, insurance, etc.
- 4.3. In the event the start date, progress or completion of works is delayed for reasons beyond the control of W&M, W&M shall be entitled to bill the additional expenses caused by this separately. In this case the rates for labour (including travel and loading times), vehicle, equipment, materials, and other, effective on the date of execution shall apply.
- 4.4. Any services not included in the offer, executed at the request of the client, or additional expenditures due to incorrect information provided by the client, the exhibition organiser, due to transport delays beyond our control, inadequate hall and floor conditions, delayed or improper preliminary work by third parties, unless subcontractors of W&M, will also be billed to the client. These will be calculated based on item IV.3 of these terms and conditions.
- 4.5. Services and procurements for the client at his request whilst planning and executing his participation in the exhibition shall be reimbursed separately. W&M shall be entitled to bill an appropriate advance for these amounts advanced by W&M.
- 4.6. Unless expressly specified in the offer, the offer prices do not include expenses and costs for deliveries and services exclusively required by the exhibition companies or third parties commissioned by these, such as carriage services on the exhibition grounds (e.g. transport on exhibition grounds, supplying forklifts and lift trucks, handling empties, disposal, etc.). These expenses are payable separately by the client.



5. Delivery time and installation

- 5.1. If no specific deadline has been agreed for starting the implementation or for completion, the date of completion/delivery specified is an approximate date.
- 5.2. In the event of disruption of business operations beyond the control of W&M or supplier/subcontractors, particularly force majeure, strike and lockout, due to unforeseeable events beyond their control and resulting in serious disruptions of business operations, the agreed deadline shall be extended accordingly. If unable to fulfil the contract due to said disruptions, both parties shall be entitled to rescind from the contract. In this case, W&M shall be entitled to compensation of services provided to such date, with the services provided also including claims of third parties hired by W&M, relying on fulfilment of the contract. Any further claims for damages by either party shall be excluded.

6. Freight charges and packaging/transfer of risk

- 6.1. Freight charges shall be payable by the client unless otherwise agreed. The transport risk shall be transferred to the client on W&M delivering the freight to the carrier, the forwarding agent, or other person or establishment designated for shipment. This applies to both exhibits of W&M, as well as exhibits owned by the client.
- 6.2. Any packaging requested and believed necessary by W&M will be billed separately.
- 6.3. The client's parts to be used to fabricate the installation must be delivered on the agreed date free works or site. Unless otherwise agreed, these parts will be returned ex W&M domicile or place of use at the risk and expense of the client.
- 6.4. In the event the goods ready for shipment cannot be delivered for reasons within the control of the client, the risk is transferred to the client the date the goods are ready for shipment.
- 6.5. If client exhibits are to be shipped/included in shipment, the details shall be stipulated in a separate shipping agreement.

7. Acceptance/delivery, acceptance of exhibition stand construction

- 7.1. Acceptance or delivery occurs formally and regularly immediately on completion. The client agrees to be present for the acceptance appointment or have an authorised representative be present.
- 7.2. In the event exhibition stand construction is accepted on site on the day the exhibition starts, it is explicitly acknowledged that in special cases an acceptance appointment one hour prior to the exhibition opening is not unreasonable.
- 7.3. Any outstanding items of work or reported defects will be made up or corrected as soon as possible. Provided they do not impair the function of the contracted object considerably, they are not grounds to refuse acceptance.
- 7.4. In the event the client used the works or part thereof without prior formal acceptance, it is deemed accepted on use.
- 7.5. In the event W&M provided the client with goods and services on a rental basis, on request by W&M the rented item must be formally delivered at the end of the exhibition. The client is obligated to be present for the delivery or have an authorised representative be present.

8. Warranty

- 8.1. Warranty is based on general regulations, typically those of the contract for services under German Civil Code. In the case of a rental, based on the provisions of the rental agreement.
- 8.2. The client can on principle at first only demand supplementary performance in form of remedy. The fashion of proper remedy is based on the professional judgement of W&M. Replacement by W&M is possible at all times.
- 8.3. The liability for defects does not extend to defects caused by the client due to wear and tear, moisture, excessive heating or improper handling or improper storage. Similarly, the liability for defects does not extend to reasonable variances in shape, dimensions, colour, and material properties. In the case of rental, there is no entitlement to use of new materials, whether for booth construction or stand furnishings. However, W&M will ensure an appearance which complies with the exhibition image.
- 8.4. The client is obligated to promptly notify W&M of any defects discovered and provide an opportunity for the respective assessment.



- 8.5. In the event the client purchases the object of the contract, the warranty rights of the client require said having properly fulfilled his duties of inspection and objection pursuant to § 377 German Commercial Code.
- 8.6. In the event of late notice of defects or failure to make reservations for known defects at the time of acceptance, all liability for defects shall be void.
- 8.7. The liability for defects will also be voided if the client makes modifications himself or makes it difficult or impossible for W&M to assess and remedy the defects, which for example is the case with notice of defects after the exhibition for defects occurred or discovered during the exhibition.
- 8.8. All warranty obligations will further be void if remedy by W&M requires unreasonable expenses.
- 8.9. The warranty liability is generally limited to a period of no more than 12 months from delivery or contract performance. The notice of defects does not suspend the warranty period. Any claims for damages for intent and gross negligence as well as for injuries of life, body and health due to intentional or gross violation of duties by the user are subject to the statute of limitations. In the event longer terms are prescribed by law pursuant to § 438(1)(2) German Civil Code (Buildings and objects for buildings), § 479(1) German Civil Code (Right of recourse) and § 634a(1) German Civil Code (Construction defects), those shall apply.

9. Liability

- 9.1. In the case of ordinary negligence, except in the case of injury to life, body or health, W&M shall only be liable for violation of primary contractual obligations (cardinal obligation). Liability is limited to the foreseeable damages typical for the contract. The limitation of liability applies to contractors and vicarious agents to the same extent. This does not affect claims for damages primarily based on willful misconduct and/or gross negligence, injury to life, body or health as well as claims under the product liability act.
- 9.2. We assume no liability for free of charge advice, information or other free services.
- 9.3. The client is liable to W&M for all objects provided on a loan and rental basis, including rented objects including the exhibition stand as a whole for



the amount of the restoration costs (for repairable damages) or the replacement value (for damage beyond repair and loss).

- 9.4. W&M is not liable for the property of the client unless a storage obligation was confirmed in writing.
- 9.5. W&M is not liable for loss, damage and destruction of property of the client in line with a separate storage contract. This does not affect claims for damages primarily based on willful misconduct and/or gross negligence, injury to life, body or health as well as claims under the product liability act.
- 9.6. W&M is not liable for the accuracy of documents provided by the customer or documents provided by the respective exhibition management. The reservations of the exhibition management in this respect will also be taken into account by W&M without needing to review these.
- 9.7. Outside of the W&M liability for defects, the client is only entitled to rescind or terminate for breach of duty by W&M. An unrestricted right of termination by the client is excluded. The rescission or termination must be submitted in writing. Furthermore, the general statutory regulations and legal consequences apply.

10. Insurance / exhibition insurance

- 10.1. During transport requested or executed by the client the goods will only be insured on the client's express request and at the client's expense, for the replacement value.
- 10.2. Transport damages must be reported to W&M immediately. When dispatched via carriers, any damages must immediately be noted in the bill of lading; for rail transport an official certificate on the damage must be requested from rail authorities and forwarded to the contractor.
- 10.3. Client property stored by W&M under a separate written agreement is not insured by W&M. Separate insurance, including for fire, water damage and burglary, requested by the client can be obtained by the client or W&M, payable by the client. A right to insurance of the client's property does not exist.
- 10.4. The client must obtain exhibition insurance for objects owned by W&M and supplied the client for (temporary) use at an exhibition from the start of the exhibition and, if necessary due to assembly work, prior to the start of the exhibition, until removal has been completed unless otherwise agreed in writing. The client is responsible for the necessary diligence and legal duty



to maintain safety for the period of coverage. Irrespective of a duty of obtain insurance, the client shall be liable to W&M under statutory provisions.

11. Retention of title

- 11.1. All delivery items to be transferred remain the property of W&M until all liabilities arising from the contractual relationship between the parties have been satisfied.
- 11.2. The client is not authorised to sell or to process or modify the goods subject to retention without the express approval of W&M. Notwithstanding this, the client hereby assigns all claims resulting from utilisation of the goods subject to retention to W&M. W&M hereby accepts this assignment. The client is further obligated to notify W&M immediately if the goods subject to retention are subjected to intervention by any third party.

12. Industrial property rights and usage rights

- 12.1. Unless otherwise agreed, all intellectual property rights of W&M, particularly plans, designs, drawings, production and installation documents, concept descriptions, as well as descriptions of exhibition and event concepts, etc., along with all rights remain with W&M or the licensor of W&M, including if delivered to the client. The client is entrusted with these in this respect as defined by § 18 Law Against Unfair Competition. Any transfer of usage rights beyond those required to fulfil the agreement and irrespective of whether special protection rights (e.g. copyright) apply, requires express written agreement. The client agrees to refrain from any other type of utilisation, particularly duplication and dissemination, disclosure to third parties or direct or indirect reproduction unless required for fulfilment of the contract.
- 12.2. The client is suspected to have violated the obligations under item 1 when hosting exhibitions or events which essentially correspond with the W&M plans and concepts. The client is then at liberty to prove otherwise.
- 12.3. In the event of a violation of the obligation under item 1 above for rental of the service output, particularly in the case of reconstruction, W&M shall be entitled to damages in the amount of 20% of the agreed rental price. The client is at liberty to prove no damage or lesser damage was incurred.
- 12.4. In the event the client supplies material or documents for the purpose of fabricating the contractual item, the client assumes all liability for the production and delivery of the works based on his documents not violating



third party rights. W&M is not obligated to verify if the information and documents supplied by the client for production and delivery do not violate third party rights. The client agrees to immediately compensate W&M any and all third party claims and for damages arising from infringement of intellectual property rights.

13. Payment terms, offsetting

- 13.1. Unless otherwise agreed, all invoices are due upon receipt. All deductions are excluded, down payments do not bear interest.
- 13.2. Unless otherwise agreed, W&M is entitled to issue interim invoices or to demand instalment payments. Unless expressly agreed otherwise, any instalment payments for previously provided (preliminary) work of one-third the order total are due on placing the order, as interim invoice, and on delivery of the stand. The stand is only delivered matching payment with delivery.
- 13.3. In the event the client is in default with an instalment payment, W&M is entitled to refuse additional services.
- 13.4. Offsetting by the client is only permissible within the scope of undisputed or legally established counter-claims.

14. Force majeure

- 14.1. W&M is not liable for the inability to satisfy any obligations under this contract if due to circumstances beyond its control, i.e. force majeure.
- 14.2. Force majeure includes but is not limited to errors or defects in the infrastructure of the exhibition organiser or the party responsible for transport routes, including civil commotions, mobilisations, war, traffic congestion, strikes, lockouts, business interruptions, delivery stagnation, fire, flood, import and export restrictions, without obligation to pay damages of any kind.

15. Data protection

- 15.1. The agreements between the parties regarding the processing of personal information are stipulated in the privacy policy provided separately.

16. Court of jurisdiction and choice of law

- 16.1. The court of jurisdiction for all disputes between the parties arising from the contractual relationship is the domicile of W&M provided the client is a



general merchant, corporate body under public law, or public separate estate.

- 16.2. All dispute resolutions, whether by contract, unlawful acts or otherwise, arising from these T&C or by contract, are exclusively subject to German law under exclusion of the conflict of laws and the choice of principles of law which would otherwise apply.
- 16.3. The parties hereby expressly exclude applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG)

17. Other provisions

- 17.1. In the event one or more special provisions of these T&C are unlawful or unenforceable, this does not affect the validity of the remaining provisions of these T&C. In the event a declaration gravely affects any rights or obligations of a party, the parties will meet and negotiate in good faith to yield and amendment to this provision or provisions of these T&C affected to best reflect the intentions and goals of these T&C.