

General Terms and Conditions of Messebau Wörnlein GmbH

§1 Scope of Application of the Terms and Conditions

(1) All deliveries, performances and offers of Messebau Wörnlein GmbH shall exclusively be subject to the below terms and conditions of lease and sale. These shall thus apply to all future business relationships even where not explicitly agreed upon. The Terms and Conditions shall be deemed accepted at the latest upon receipt of the goods or service.

(2) No deviations, conflicting or amending General Terms and Conditions shall become an integral part of the contract, even if there is knowledge of such, unless their application is explicitly agreed to in writing. This shall also apply when a performance is carried out for the customer subject to no reservation and with knowledge of the existence of conflicting General Terms and Conditions and/or General Terms and Conditions which deviate from those of Messebau Wörnlein GmbH of the customer.

(3) All agreements entered into between Messebau Wörnlein GmbH and the customer shall be made in writing and signed by the parties to become effective. This shall also apply to any modifications, amendments and/or the annulment of any individual term of these Terms and Conditions, including this clause.

§2 Offer, Offer and Draft Documents

(1) An offer will be subject to confirmation unless otherwise specified therein. This shall also apply to the conditions stated by Messebau Wörnlein GmbH with respect to their performances.

(2) As a general rule, no representation of services and/or goods of Messebau Wörnlein GmbH including those on the internet shall qualify as an offer, but rather as a non-binding invitation to the customer to make such an offer.

(3) Where offers are prepared in accordance with the customer's specifications and the documents made available by the respective event management, Messebau Wörnlein GmbH shall assume no liability whatsoever for the correctness of the information and documents received, unless their incorrectness and/or unsuitability is intentionally not recognized or not recognized due to negligence.

(4) Where not explicitly otherwise agreed in writing, any offers, plans, drafts, sketches, production and assembly documents, as well as event concept descriptions along with all rights, shall remain the property of Messebau Wörnlein GmbH. The customer undertakes

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not to use them in any other way, in particular not to copy and/or distribute them, pass them on to any third party and/or make any changes to them without the explicit consent of Messebau Wörnlein GmbH.

(5) The customer undertakes to pay the expenses for the creation of the documents in addition to a reasonable usage fee in case the customer infringes upon the above obligation, notwithstanding any more extensive or further claims to omission or damages. The customer shall reserve the right to establish that the damage occurred to Messebau Wörnlein GmbH is lower or that no damage has occurred to Messebau Wörnlein GmbH.

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§3 Contract Conclusion

(1) With its order of services from Messebau Wörnlein GmbH, the customer declares in a binding way its offer to conclude a contract.

(2) Messebau Wörnlein GmbH will confirm receipt of the customer's offer. The confirmation of receipt shall not constitute a binding acceptance of the order. The same shall apply to receipt of any offer by telephone.

(3) Messebau Wörnlein GmbH shall be entitled to accept the customer's offer constituted by the order within 10 days preceding the event it refers to.

(4) A contract shall be concluded upon sending the document/legal proceeding of order confirmation of Messebau Wörnlein GmbH. The omission obligation under Section 2 Number (3) of these Terms and Conditions shall exist irrespective of a placement of order or the conclusion of a more extensive or further contract. The offer prices shall be applicable for a period of 3 months from conclusion of contract. After expiry of that period, Messebau Wörnlein GmbH shall be entitled to pass on to the customer any price increases on the part the producers and/or suppliers. The customer may cancel the contract if the prices are 5 per cent above the price valid at the time of conclusion of contract.

(5) Conclusion of contract shall be subject to the reservation of non or only partial delivery in case of incorrect and/or improper delivery from the suppliers of Messebau Wörnlein GmbH. This shall only apply if Messebau Wörnlein GmbH is not responsible for the non-delivery. In case of unavailability or only partial availability of the performance, the customer shall be informed immediately. The consideration shall be refunded immediately.

§4 Prices

- (1) The offer prices shall apply only upon undivided order of the offered object.
- (2) The prices stated in the order confirmation shall be valid for a period of four months from conclusion of contract.
- (3) All prices are for the provision of a lease unless agreed otherwise.
- (4) All prices are for the duration of the event, unless otherwise agreed.
- (5) From 14 days prior to the start of an event, the following surcharges are levied for received orders and/or incomplete documents:

Services at a fixed rate (such as furniture,...) 25%

Extraordinary services (such as modifications,...) 50%

- (6) Unless explicitly agreed, any connection costs levied by the trade fair and suspension points as well as fees of any kind levied by trade fair companies, forwarding agencies, processing organisations, customs authorities etc. shall not be included in the price.
- (7) If the beginning, continuation or completion is delayed for reasons for which Messebau Wörnlein GmbH is not responsible, the latter shall be entitled to separately invoice the additional costs incurred. The rates for working hours valid on the date of execution shall apply (including travel and loading times, car use, material prices and any other prices of Messebau Wörnlein GmbH).

§5 Delivery and Performance Period

- (1) Any delivery dates and/or periods which may be agreed upon as binding or non-binding shall be agreed upon in writing with the parties' signatures. A stand shall be handed over only upon explicit agreement.
- (2) Compliance with delivery and performance obligations by Messebau Wörnlein GmbH shall be contingent upon the customer's due compliance with its obligations, including timely handover of documents and/or materials. Any additional costs incurred by Messebau Wörnlein GmbH in this context shall be borne by the customer.
- (3) Any performance modification and/or rearrangement shall entitle Messebau Wörnlein GmbH to delay the date of delivery and performance.

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(4) Messebau Wörnlein GmbH shall not be responsible for any delays in delivery and/or performance as a result of force majeure, strike or lock-out or due to events which, for a period of time that is not temporary, make it substantially more difficult or impossible for Messebau Wörnlein GmbH to effect delivery – including but not limited to strike, lock-out, governmental injunctions etc., even if they occur with suppliers of Messebau Wörnlein GmbH or their sub-suppliers. Messebau Wörnlein GmbH shall be entitled to delay delivery or performance for the duration of the impediment and a reasonable start-up time or to withdraw from the contract for the part not yet performed in whole or in part.

(5) If due to the aforesaid impairments contractual performance becomes impossible, both parties shall be entitled to withdraw from the contract. In such cases, Messebau Wörnlein GmbH shall be able to claim compensation for the performances effected until that date; the performances effected shall include any claims by third parties for services commissioned by Messebau Wörnlein GmbH in reliance upon performance of contract. Any more extensive or further claims for damages shall be excluded for either party.

(6) The customer shall be entitled to withdraw from the contract with respect to the part of the contract not yet performed, having set a reasonable extension period, if the impediment lasts longer than three months. If the delivery period is extended or Messebau Wörnlein GmbH is released from its obligation, the customer may not derive any claims to damages from this. Messebau Wörnlein GmbH may only claim the benefit of the above-mentioned circumstances if it notifies the customer without undue delay.

(7) To the extent that Messebau Wörnlein GmbH is responsible for non-compliance of deadlines and/or dates confirmed as binding or is in delay, the customer shall be entitled to compensation for delay amounting to ½ % for every expired full week of the delay period, in total, however, not exceeding 5 % of the invoice amount for the deliveries and performances affected by the delay. Any more extensive or further claims shall be excluded unless the delay is due at least to gross negligence on the part of Messebau Wörnlein GmbH.

(8) Messebau Wörnlein GmbH shall always be entitled to effect partial deliveries and/or partial performance unless a partial delivery or partial performance is not of interest to the customer.

§6 Freight and Packaging / Passing of Risk

(1) The materials of Messebau Wörnlein GmbH travel at the customer's cost and risk at all times unless otherwise agreed. Any desired packaging and packaging deemed necessary by Messebau Wörnlein GmbH will be separately invoiced. The same shall apply to any shipping goods of the customer.

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(2) Any material of the customer which is to be used in assembly and/or production must be supplied free to the plant or place of assembly on the agreed-upon date. Unless otherwise agreed, return of such material shall be effected freight-forward from the plant or place of use at the customer's cost.

(3) Unless otherwise agreed, any risk shall pass to the customer when the materials leave the premises of Messebau Wörnlein GmbH or are made available to the customer. This shall also apply to delivery carriage paid.

(4) If the customer is in default in accepting delivery, Messebau Wörnlein GmbH shall be entitled to claim compensation for the damage incurred by it. The risk of accidental damage or accidental loss from notification of readiness for dispatch shall pass to the customer upon occurrence of default in accepting delivery.

§7 Taking Delivery / Handing Over

(1) A stand will be handed over only after explicit agreement. When handover of a stand has been agreed upon, this handover shall be effected formally and immediately upon completion. The customer undertakes to participate in the taking of delivery or to be represented by a duly authorised representative. In this regard, it shall be explicitly recognized that in particular cases, taking delivery one hour prior to an event is not unreasonable.

(2) Any possible partial performance still to be effected and/or reported defects shall be effected or remedied as soon as possible. To the extent that these do not substantially impair the performance of the contract object, they shall not give rise to a refusal to take delivery.

(3) If the customer has used the performance or a part of the performance without having formally taken delivery of it, the taking of delivery shall be deemed effected by the use. The same shall apply if, at the agreed-upon handover of a stand, the customer does not comply with a request by Messebau Wörnlein GmbH to meet at a certain date and time for the taking of delivery even though this would be possible for the customer. In such a case, the taking of delivery shall be deemed effected one hour following the notified date and time for taking delivery.

Messebau Wörnlein GmbH will set a reasonable deadline in its notification of the date and time for taking delivery. It will also instruct the customer as to the consequences if the customer does not appear at the date and time for taking delivery.

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(4) Where Messebau Wörnlein GmbH has let any deliveries and/or performances to the customer on a rental basis – Section 4 Prices, number (3) – a formal handover of the leased item shall take place immediately after the end of an event upon the explicit request of Messebau Wörnlein GmbH. The customer undertakes to appear in person at the taking of delivery or to have itself represented by a duly authorized representative. Messebau Wörnlein GmbH shall be entitled to complete the taking of delivery without the customer and to prepare a record of defects, if any, if the customer, in such case, does not attend the taking of delivery, the date and time of which was notified by Messebau Wörnlein GmbH.

The content of the defect report shall be binding upon the customer unless the customer objects to it within three days of sending the report. Messebau Wörnlein GmbH will instruct the customer regarding this legal effect upon sending the report.

§8 Rights of the Buyer concerning Defects

(1) Any rights as to defects of the buyer shall be in accordance with the German Civil Code („Bürgerliches Gesetzbuch“).

(2) Any rights as to defects of the customer shall be contingent on the buyer's due compliance with its obligation of investigation and complaint under Section 377 of the German Commercial Code („HGB“). Any complaint of a defect or defects must be made in writing. A reasonable time limit of 24 hours from delivery service shall be agreed upon.

Any later complaint of a defect or defects shall be considered only if the customer shows that it could not reasonably be expected to or was not able to make an earlier investigation and complaint.

(3) Where there is a defect in the performance of Messebau Wörnlein GmbH, Messebau Wörnlein GmbH will, by its own choice, first remedy the defect or deliver a substitute.

If subsequent performance on the part of Messebau Wörnlein GmbH fails after two attempts for the same defect, or if Messebau Wörnlein GmbH seriously and finally refuses rectification of the defect, or if Messebau Wörnlein GmbH cannot reasonably be expected to effect subsequent improvement, the customer may, by its choice, claim a reduction of the agreed-upon price or a cancellation of the contract and damages in lieu of performance within the scope of the limitations of liability under § 9. In the case of only a minor nonconformity, including but not limited to only minor defects, the customer shall not be entitled to cancel the contract. The same shall apply if Messebau Wörnlein GmbH is not responsible for a violation of an obligation in a defect on its part.

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(4) The liability for defects does not cover any defects which occur on the customers' premises due to natural wear and tear, humidity, intense heat and/or improper handling and/or improper storage. Neither does liability for defects cover any deviations in form, measure, colour and/or quality of the material which the customer can reasonably be expected to tolerate.

(5) Any claims for defects shall be discharged if the customer makes it difficult or impossible for Messebau Wörnlein GmbH to establish and remedy the defects, which as a rule applies to any complaints of defects once an exhibition has ended.

(6) The rights of the customer concerning defects shall become statute-barred after the expiry of one year at the latest from the taking of delivery or the point in time that is equivalent to taking delivery under Section 7.

§9 Liability

(1) Messebau Wörnlein GmbH only processes, transports and stores material belonging to the customer, exhibits of all kinds, decorative or promotional material etc. at the customer's risk. Any and all liability of Messebau Wörnlein GmbH shall be excluded.

(2) Any claims for defects and/or damages for the procurement of deliveries of third parties in the name of the customer shall be excluded unless Messebau Wörnlein GmbH has infringed upon its duty of care in selecting third parties.

(3) The customer shall be liable to Messebau Wörnlein GmbH for all objects given to the customer as a loan or on a rental basis including the exhibition stand in the total amount of the restoration costs (in the case of repairable damage) or in the amount of the replacement value (in the case of destruction or loss).

(4) Any claims for compensation due to damage of any kind whatsoever, including damage which has not occurred in the delivery object itself, i.a. arising from default, violation of obligation or tort, shall be excluded to the extent that the damage was not caused by grossly negligent or intentional behaviour and to the extent that the exclusion of claims for damages does not prevent or put at risk performance of the contract. The limitation of liability shall apply equally to the persons employed by Messebau Wörnlein GmbH in performing its contractual obligations and the servants of Messebau Wörnlein GmbH. To the extent that there is no intentional default under the contract on the part of Messebau Wörnlein GmbH, liability for damage shall be limited to the foreseeable damage intrinsic to the contract.

Liability for damage with fault to life, body and/or health shall remain unaffected; this shall also apply to the obligatory liability under the German Act on Product Liability („Produkt haftungsgesetz“).

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(5) If the contract object is limited to planning and drafts, Messebau Wörnlein GmbH guarantees only that the planning or drafts can be realised by Messebau Wörnlein GmbH itself. Any more extensive or further claims shall be excluded.

(6) No liability shall be assumed for any gratuitous advice, information and/or other gratuitous services.

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§10 Insurance

(1) The rental objects are not insured. It is recommended to take out insurance for the rented objects for the duration of an event, including assembly and disassembly times.

(2) Messebau Wörnlein GmbH shall be notified of any transport damage without undue delay. In case of transport with a forwarding agent, a note of any damage must immediately be made on the consignment note, in case of transport by train, a certificate must be obtained from the railway authorities and sent to Messebau Wörnlein GmbH.

(3) For any transport arranged for or carried out by the customer, the goods shall be insured only upon the ordering person's explicit instruction and costs.

(4) Any goods received to be stored by the customer under a written agreement are not insured unless otherwise agreed.

§11 Creditworthiness

Upon the acceptance of orders, a customer's creditworthiness is assumed. If after conclusion of contract, a major deterioration of the customer's creditworthiness becomes apparent which gives reasonable rise to the fear that the customer will fail to perform a substantial part of its obligations, Messebau Wörnlein GmbH shall be entitled to suspend production of the ordered goods and/or to refuse delivery until advance payment is effected or an absolute bank guarantee is furnished. A major deterioration of the customer's creditworthiness is to be assumed in particular when the customer is in arrears with payment of a prior delivery and/or any unfavourable information from credit institutions and/or credit insurers becomes known. If the customer fails to comply with the demand for payment and/or furnishment of a security, Messebau Wörnlein GmbH shall be entitled to withdraw from the contract and to claim damages.

§12 Retention of Title

(1) Messebau Wörnlein GmbH reserves the title in all delivered objects until fulfilment of all claims (including the settlement of any and all outstanding current account balances) which Messebau Wörnlein GmbH is entitled to claim for any cause in law against the customer at the current date or in the future.

If the value of the goods subject to retention of title exceeds the claims to be secured from the business relationship with the customer by 20 %, Messebau Wörnlein GmbH shall be obliged to release the goods subject to retention of title upon the customer's request.

(2) The goods shall remain the property of Messebau Wörnlein GmbH. The customer shall be obliged to treat the goods with due care for the time of retention of title. The customer shall in particular be obliged to insure them at its own cost under Section 10.

If there is a need for maintenance work, inspections and/or other measures for the maintenance of value, the customer shall be obliged to timely conduct such measures at its own cost.

(3) In case of attachment and/or other interventions on the part of third parties, the customer shall be obliged to immediately inform Messebau Wörnlein GmbH in writing in order that the latter can bring an action under Section 771 of the German Code of Civil Procedure („ZPO“). To the extent that the third party is not able to reimburse Messebau Wörnlein GmbH with the judicial and extra-judicial costs of a claim under Section 771 of the German Code of Civil Procedure, the customer shall be liable for the financial loss incurred.

(4) Messebau Wörnlein GmbH shall be entitled to withdraw from the contract and to request the handing-over of the goods in case of non-conforming behaviour on the part of the customer, including but not limited to delay in payment. This shall also apply to withdrawal under Section 11. Messebau Wörnlein GmbH shall also be entitled to withdraw from the contract in the case of violation of an obligation under Subsections 2 and 3 and to request handover of the goods if it cannot reasonably be expected to continue to adhere to the contract.

(5) The customer shall not be entitled to resell, or process the goods subject to retention of title without the explicit consent of Messebau Wörnlein GmbH. Apart from this, even today the customer assigns to Messebau Wörnlein GmbH all claims amounting to the invoice total amount (including VAT) which are incurred by it against its buyers from the resale, independently of whether the goods were resold without processing or after processing.

The customer shall still be entitled to collect these claims after their assignment. This shall not affect the power of Messebau Wörnlein GmbH to collect the claim.

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However, Messebau Wörnlein GmbH undertakes not to collect the claim as long as the customer fulfils its payment obligations from the proceeds received, is not in arrears of payment and, above all, no application for the institution of insolvency or composition proceedings has been filed or there is a final stop of payment. Should this be the case, Messebau Wörnlein GmbH may demand that the customer inform it about the assigned claims and the respective debtors provide all information necessary for collection, delivers all respective documents and notifies the debtors of the assignment.

(6) All processing and other work carried out by the customer on the goods subject to retention of title shall always be effected for Messebau Wörnlein GmbH. If the goods are processed along with other objects which do not belong to Messebau Wörnlein GmbH, Messebau Wörnlein GmbH shall acquire joint ownership in the new items pro rata of the goods' value (total invoice amount including VAT) to the other items processed at the time of processing. In all other respects, the same shall apply to the item created by the processing as applies to the item delivered subject to retention of title.

(7) If the goods subject to retention of title are inextricably combined or mixed with other items which do not belong to Messebau Wörnlein GmbH, Messebau Wörnlein GmbH shall acquire joint ownership in the new item pro rata of the value of the goods (invoice total amount including VAT) to the other items combined or mixed at the time of combination. If the connection or mixture was done in a way that the item belonging to the customer can be considered the main component, it shall be agreed that the customer assigns to Messebau Wörnlein GmbH relative joint ownership. The customer shall retain the item or items thus created and which are the exclusive property of Messebau Wörnlein GmbH or of which Messebau Wörnlein GmbH has joint ownership for Messebau Wörnlein GmbH.

(8) The customer also assigns to Messebau Wörnlein GmbH the claim to secure its claims against it which arise against a third party from a combination of the goods subject to retention of title with a plot of land.

§13 Property Rights and Rights of Use

(1) Plans, drafts, sketches, production and assembly documents, designs etc. along with all rights shall remain the property of Messebau Wörnlein GmbH even when submitted to the customer. Any transfer of ownership rights and/or rights of use shall be subject to an explicitly written agreement.

(2) Modifications of plans, drafts and/or designs etc. may be made only by Messebau Wörnlein GmbH until otherwise agreed in writing. This shall also apply when such documents have become the property of the customer.

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(3) Where the customer submits any material and/or documents for the production of the contract object, the customer shall guarantee that the production and delivery of the works completed in accordance with its documentation does not infringe upon any property rights of third parties. Messebau Wörnlein GmbH shall not be obliged to verify whether the information and documents submitted by the customer for the production and delivery infringe any property rights of third parties. The customer undertakes to immediately indemnify Messebau Wörnlein GmbH against all claims for damages, if any, of third parties and to refund any damage resulting from the infringement of property rights.

§14 Terms of Payment

(1) Unless otherwise agreed, any invoice amounts issued by Messebau Wörnlein GmbH shall as a general rule be payable five days from receipt of an invoice.

Deductions of any kind whatsoever shall be excluded; down payments shall not be interest-bearing.

(2) A payment will be deemed effected only when Messebau Wörnlein GmbH can make dispositions concerning the amount. In the case of cheques, payment will only be deemed effected when the cheque is cashed.

With respect to delay in payment, the statutory provisions of the German Civil Code shall be applicable.

(3) If the customer does not comply with or complies in an undue manner with its payment obligations, Messebau Wörnlein GmbH shall be entitled to withdraw from the contract and to demand handover of the goods under Section 12 Subsection 4. From that point, the customer shall no longer be entitled to use the goods and services of Messebau Wörnlein GmbH.

(4) We will charge a processing fee of EUR 15.00 plus VAT per invoice for issuing a new invoice to a new recipient. The fee will automatically be included in the new invoice(s). The customer reserves the right to prove that the damage to Messebau Wörnlein GmbH was lower or that no damage occurred.

§15 Offsetting and Assignment

(1) The customer shall be entitled to offset any claims only when its counterclaims have been declared final and absolute or have been recognised by Messebau Wörnlein GmbH. The customer may assert a right of retention only if its counterclaim is based on the same contract.

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(2) Messebau Wörnlein GmbH shall reserve the unlimited right to assign any claims to third parties.

§16 Termination / Cancellation

(1) The right of the customer to terminate the contract with due notice shall be excluded. Where the performances of Messebau Wörnlein GmbH consist of the production of a work, the customer may terminate the contract at any time before completion of the work under Section 649 of the German Civil Code. However, the customer in such case shall be obliged to pay the agreed-upon price under the provisions outlined in Subsection 3.

(2) The right to termination for a serious reason shall remain unaffected. However, the prerequisite for this is that a prior written request to address the serious reason within a reasonable period of time has been issued and that this period has elapsed to no avail. A serious reason means that the customer either does not comply with its payment obligations or infringes its obligations to discontinue under these Conditions.

(3) If the customer exercises the right to termination under Section 649 of the German Civil Code to which the customer is entitled with respect to the performance of Messebau Wörnlein GmbH concerning the delivery of a work, Messebau Wörnlein GmbH shall have a claim to the agreed-upon remuneration for the performances effected until that date. Relating to the performance which has not been effected, 40 percent of the remuneration agreed upon for that part shall be agreed to be defined as saved expenses which will be offset against the claim to remuneration. The customer shall reserve the right to demonstrate that lower expenses occurred.

(4) In case of termination for a serious reason by Messebau Wörnlein GmbH or withdrawal for reasons for which the customer is responsible, number (3) shall apply accordingly.

(5) Any pre-ordered or reserved hired goods which are not taken delivery of must be fully invoiced to the customer. If it is possible to let it otherwise, the customer shall bear the costs incurred for transport to and from the event as well as the loss of rental income, if any.

§17 Miscellaneous

(1) Messebau Wörnlein GmbH shall be entitled to create image material from the delivered performance free of charge without the customer's consent, to publish this material and/or use it for marketing purposes.

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(2) It shall be at the customer's discretion to obtain the required permit, if any, for the assembly of trade fair stands. Messebau Wörnlein GmbH shall not assume any liability in that respect unless there is a separate written agreement between the two parties under which Messebau Wörnlein GmbH agrees to conduct the approval procedures. In that case, Messebau Wörnlein GmbH shall be liable only in the case of gross negligence or intent.

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§ 18 Place of Jurisdiction, Governing Law, Partial Invalidity

(1) Place of performance and place of jurisdiction for the customer shall be Nuremberg. The contract shall be governed by German law.

(2) Should any individual provision contained in this contract prove to be ineffective or unenforceable as a whole or in part or become ineffective or unenforceable as a result of changes in legislation after conclusion of contract, the validity of the remaining provisions hereof and of the contract as a whole shall not be affected.

The parties undertake to agree upon an effective and enforceable provision to replace the ineffective or unenforceable provision that comes as close as possible to the void provision's intention.

The same shall apply if there is a gap in the contract.

If there are gaps in the contract, such provisions shall be deemed agreed upon which correspond to the meaning and purpose of the contract and would have been agreed upon had they been considered.