

General Terms and Conditions of Messebau Wörnlein GmbH

§ 1 Validity of the conditions

(1) The deliveries, services and offers of Messebau Wörnlein GmbH are provided exclusively on the basis of the following rental and sales conditions. These shall therefore apply to all future business relations, even if they are not expressly agreed again. These terms and conditions shall be deemed accepted at the latest upon receipt of the goods or services.

(2) Deviations, conflicting or supplementary General Terms and Conditions of Business shall not become part of the contract, even if known, unless their validity is expressly agreed in writing. This shall also apply if the service is performed for the customer without reservation in the knowledge of terms and conditions of the customer that are contrary to or deviate from the General Terms and Conditions of Messebau Wörnlein GmbH.

(3) All agreements made between Messebau Wörnlein GmbH and the customer must be in writing to be valid. This also applies to any amendment, supplementation or cancellation of individual provisions of these terms and conditions of business, including this clause itself.

§ 2 Offer, offer and design documents

(1) Unless otherwise stated in the offer, it is subject to change. This also applies to the conditions stated by Messebau Wörnlein GmbH with regard to its services.

In general, the presentation of services and goods of Messebau Wörnlein GmbH on the Internet does not represent an offer, but is a non-binding invitation to the customer to submit such an offer.

(2) If offers are prepared in accordance with the information provided by the customer and the documents provided by the respective event management, Messebau Wörnlein GmbH shall not accept any liability for the correctness of the information and documents received, unless their defectiveness and unsuitability is not recognised due to gross negligence or intent.

(3) Offers, plans, drafts, drawings, production and assembly documents as well as descriptions of event concepts remain the property of Messebau Wörnlein GmbH with all rights, unless expressly agreed otherwise in writing. The customer undertakes to refrain completely from any other use, in particular reproduction and distribution, passing on to third parties and making changes without the express consent of Messebau Wörnlein GmbH. Such documents are confidential in the sense of § 2 number 1 of the law for the protection of business secrets (GeschGehG). If this obligation is violated by the customer, the customer undertakes, without prejudice to further claims for injunctive relief and damages, to reimburse Messebau Wörnlein GmbH for the expenses incurred in preparing the documents plus an appropriate user fee. The customer reserves the right to prove that Messebau Wörnlein GmbH has incurred less or no damage.

§ 3 Conclusion of contract

(1) By ordering the services of Messebau Wörnlein GmbH, the customer makes a binding offer of contract.

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

(3) Messebau Wörnlein GmbH is entitled to accept the customer's contractual offer contained in the order up to 10 calendar days before the event to which it relates.

(4) The contract shall come into effect upon receipt of the document/legal order confirmation from Messebau Wörnlein GmbH. The obligation to refrain in accordance with § 2 number (3) of these conditions exists independently of the placing of the order or the conclusion of a more extensive contract. Offer prices are valid for 4 months from conclusion of contract. After expiry of this period, Messebau Wörnlein GmbH is entitled to pass on to the customer price increases of the manufacturers or suppliers. The customer may withdraw from the contract if the price is 5 percent higher than the price at the time of conclusion of the contract.

(5) Conclusion of the contract shall be subject to the proviso that in the event of incorrect or improper delivery to Messebau Wörnlein GmbH by its own suppliers, Messebau Wörnlein GmbH shall not perform or only partially perform. This only applies in the event that Messebau Wörnlein GmbH is not responsible for the non-delivery. The customer shall be informed immediately in the event of non-availability or only partial availability of services. The consideration shall be refunded immediately.

§ 4 Prices

(1) The offer prices are only valid for undivided orders of the offered object.

(2) The prices stated in the order confirmation are valid for four months from the conclusion of the contract.

(3) Unless otherwise agreed, all prices are to be understood as rental prices.

(4) Unless otherwise agreed, all prices are valid for the respective duration of the event.

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(5) From 14 days before the start of the event, the following surcharges will be levied for incoming orders and incomplete documents:

Services according to fixed price (e.g. furniture, ...) 25%

Directional work (e.g. conversions, ...) 50%.

(6) Not included in the price, unless expressly agreed, are the connection costs and suspension points on the trade fair side, as well as fees of all kinds levied by trade fair companies, forwarding agents, customs authorities (e.g. electrical, data, telephone, water and sewage connections, disposal of consumables and packaging materials, sprinkler connections, lifting or scissor lifts, fire protection systems or stand security).

(7) If the start, progress or conclusion of the contract is delayed for reasons for which Messebau Wörnlein GmbH is not responsible, Messebau Wörnlein GmbH is entitled to invoice separately for the additional expenditure incurred as a result. The rates for working hours valid on the day of execution (including travel and loading times, use of vehicles, material prices and other prices of Messebau Wörnlein GmbH) shall be decisive.

§ 5 Delivery and performance time

(1) Delivery dates or periods, which can be agreed upon binding or non-binding, must be in writing. A stand will only be handed over by express agreement.

(2) Compliance with the delivery and service obligations of Messebau Wörnlein GmbH presupposes the proper fulfilment of the customer's obligations, such as the timely handover of documents or materials. Any additional costs incurred by Messebau Wörnlein GmbH as a result thereof shall be borne by the customer.

(3) Changes in services and conversions initiated by the customer entitle Messebau Wörnlein GmbH to postpone the time of delivery and performance.

(4) Messebau Wörnlein GmbH is not responsible for delays in delivery and performance due to force majeure, strikes, epidemics or lockouts and due to events that make delivery by Messebau Wörnlein GmbH considerably more difficult or impossible not only temporarily - this includes in particular strikes, lockouts, official orders etc., even if they occur at suppliers of Messebau Wörnlein GmbH or their sub-suppliers. Messebau Wörnlein GmbH is entitled to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part due to the part not yet fulfilled.

(5) If fulfilment of the contract becomes impossible due to the aforementioned disruptions, both parties shall be entitled to withdraw from the contract. In this case, Messebau Wörnlein

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GmbH shall be entitled to remuneration for services rendered up to that point, whereby the services rendered shall also include claims by third parties that Messebau Wörnlein GmbH has commissioned in reliance on the execution of the contract. Further claims for damages are mutually excluded.

(6) If the hindrance lasts longer than three months, the customer shall be entitled, after setting a reasonable period of grace, to withdraw from the contract with regard to the part of the contract not yet fulfilled.

If the delivery time is extended or if Messebau Wörnlein GmbH is released from its obligation, the customer may not derive any claims for damages from this. Messebau Wörnlein GmbH may only invoke the circumstances mentioned if it informs the customer immediately.

(7) If Messebau Wörnlein GmbH is responsible for the non-observance of bindingly agreed deadlines and dates or is in default, the customer shall be entitled to compensation for default in the amount of ½ % for each completed week of the default, however, not exceeding a total of 5 % of the invoice value of the deliveries and services affected by the default. Claims over and above this are excluded, unless the delay is due to at least gross negligence on the part of Messebau Wörnlein GmbH.

(8) Messebau Wörnlein GmbH is entitled to make partial deliveries and render partial services at any time, unless the partial delivery or partial service is of no interest to the customer.

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§ 6 Freight and Packaging/ Passing of Risk

(1) Messebau Wörnlein GmbH materials always travel at the expense and risk of the customer, unless otherwise agreed. Any packaging and transport insurance desired and deemed necessary by Messebau Wörnlein GmbH shall be invoiced separately. The same applies to the customer's dispatch goods.

(2) Customer materials to be used in assembly or production must be delivered free works or assembly site by the agreed date. Unless otherwise agreed, the return delivery of such materials shall be carriage forward ex works or place of installation at the customer's risk.

(3) Unless otherwise agreed, all risk is transferred to the customer when the materials leave the premises of Messebau Wörnlein GmbH or are made available to the customer. This also applies in the case of freight-free delivery.

(4) If the customer is in default of acceptance, Messebau Wörnlein GmbH shall be entitled to

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demand compensation for any damages incurred. Upon occurrence of default of acceptance, the risk of accidental deterioration and accidental loss shall pass to the customer from the time of notification of readiness for dispatch.

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§ 7 Acceptance/ Handover

(1) A stand shall only be handed over by express agreement. If this has been agreed, it will be formally and immediately upon completion. The customer undertakes to attend the acceptance date itself or to be represented by a duly authorised representative. In this respect, it is expressly acknowledged that in special cases an acceptance date one hour before the event date is not unreasonable.

(2) Any outstanding partial performances or defects notified will be made good or rectified as quickly as possible. If these do not significantly impair the function of the subject of the contract, they do not entitle the customer to refuse acceptance.

(3) If the Customer has made use of the service or part of the service without prior formal acceptance through use, acceptance through use shall be deemed to have been effected. The same shall apply in the event that, in the case of an agreed stand handover, the customer does not comply with a request by Messebau Wörnlein GmbH to carry out an acceptance date, although this would be possible for him. In this case, acceptance shall be deemed to have taken place one hour after the notified acceptance date.

Messebau Wörnlein GmbH shall set a reasonable deadline when notifying the acceptance date. Furthermore, it shall inform the customer of the significance of his behaviour if he does not take part in the acceptance.

(4) If deliveries and services provided by Messebau Wörnlein GmbH have been handed over to the customer on a rental basis - § 4 Prices, Item (3) - a formal handover of the rental object must take place immediately after the end of the event at the express request of Messebau Wörnlein GmbH. The customer undertakes to attend the acceptance date himself or to be represented by an authorised representative. If the customer does not take part on an acceptance date notified by Messebau Wörnlein GmbH in this case, Messebau Wörnlein GmbH is entitled to carry out the acceptance without the customer and to draw up a report of any existing defects itself.

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The contents of the report of defects shall be valid vis-à-vis the customer unless the customer objects to its contents within three days of its transmission. Messebau Wörnlein GmbH shall inform the customer of this legal effect when sending the report.

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§ 8 Rights of the Buyer due to defects

(1) The customer's rights in respect of defects are governed by the provisions of the German Civil Code.

(2) Defect rights of the customer presuppose that the customer has properly fulfilled his obligation to examine and complain in accordance with § 377 HGB. The notification of a defect must be made in writing. A period of 24 hours after delivery is agreed as a reasonable period.

Later notifications of defects will only be considered if the customer demonstrates that an earlier inspection and notification of defects was not reasonable or possible for him.

(3) Insofar as there is a defect in the performance of Messebau Wörnlein GmbH, Messebau Wörnlein GmbH shall initially, at its discretion, provide a warranty for the defects by repair or replacement.

If subsequent performance on the part of Messebau Wörnlein GmbH fails after two attempts due to the same defect, or if Messebau Wörnlein GmbH seriously and finally refuses to rectify the defect or if it is unreasonable to expect Messebau Wörnlein GmbH to do so, the customer may, at his discretion, only demand a reduction of the agreed remuneration (abatement) or cancellation of the contract (withdrawal) and compensation for damages within the scope of the limitation of liability in accordance with § 9 instead of performance. In the event of only a minor breach of contract, in particular in the case of only minor defects, the customer shall not be entitled to withdraw from the contract. The same shall apply in the event that Messebau Wörnlein GmbH is not responsible for the breach of duty resulting from a defect.

(4) Liability for defects shall not extend to such defects that arise for customers due to natural wear and tear, moisture, strong heating or improper handling or storage. Liability for defects shall also not extend to reasonable deviations in form, dimensions, colour and quality of the material.

(5) Warranty claims expire if the customer makes it difficult or impossible for Messebau Wörnlein GmbH to determine and rectify the defects, which is regularly the case with a notification of defects after the end of the exhibition.

(6) The customer's rights due to a defect shall lapse at the latest one year after acceptance or the point in time at which acceptance is equivalent to acceptance in accordance with § 7.

§ 9 Liability

(1) Messebau Wörnlein GmbH processes, transports and stores the Customer's own material, exhibits of all kinds, decoration or advertising material pp. only at the Customer's risk. Any liability of Messebau Wörnlein GmbH is excluded in this respect.

(2) Claims for defects and damages arising from the procurement of goods and services by third parties on behalf of the customer are excluded, unless Messebau Wörnlein GmbH has violated its duty of care in selecting third parties.

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

(4) Claims for compensation for damages of any kind whatsoever, including those damages that have not occurred to the delivery item itself, including those resulting from delay, breach of duty or tort, are excluded, unless the damage was caused by gross negligence or intent and unless the exclusion of compensation claims frustrates or endangers the fulfilment of the contract. The limitation of liability shall apply equally to Messebau Wörnlein GmbH's vicarious agents or assistants. Insofar as Messebau Wörnlein GmbH is not guilty of intentional breach of contract, liability for damages is limited to foreseeable, typically occurring damages.

Liability for culpable injury to life, body or health shall remain unaffected; the same shall also apply to mandatory liability under the Product Liability Act.

(5) If only planning and drafts are the subject of the contract, Messebau Wörnlein GmbH shall only be liable for the fact that it is itself in a position to realise the planning or drafts accordingly. Further claims are excluded.

(6) No liability is assumed for free advice, information or other free services.

§ 10 Insurance

(1) The rental equipment is not insured. Insurance of the rental equipment for the duration of an event including the set-up and dismantling period at the customer's expense is recommended.

(2) Messebau Wörnlein GmbH must be notified immediately of any transport damage. In the case of forwarding, damage must be noted immediately on the consignment note; in the case of rail transport, an official railway certificate must be obtained and sent to Messebau Wörnlein GmbH.

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(3) For transports initiated or carried out by the customer, the dispatch goods will only be insured at the express instruction and expense of the customer.

(4) Unless otherwise agreed, goods accepted for storage by the customer on the basis of a written agreement are not insured.

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§ 11 Creditworthiness

When accepting orders, the creditworthiness of the customer is assumed. If, after conclusion of the contract, a significant deterioration in the creditworthiness of the customer becomes apparent, so that there is justified cause to fear that the customer will not fulfil a significant part of his obligations, Messebau Wörnlein GmbH is entitled to suspend production of the goods ordered or to refuse delivery until advance payment is made or a directly enforceable bank guarantee is provided. A significant deterioration in creditworthiness shall be assumed in particular if the customer is in default of payment for an earlier delivery or if unfavourable information from credit institutions or credit insurers becomes known. If the customer does not comply with the request for payment or provision of security, Messebau Wörnlein GmbH shall be entitled to withdraw from the contract and demand compensation for damages.

§ 12 Reservation of ownership

(1) Messebau Wörnlein GmbH retains ownership of all delivered objects until all claims (including all balance claims from current account) to which Messebau Wörnlein GmbH is entitled against the customer now or in the future for any legal reason have been fulfilled.

If the value of the reserved goods exceeds the claims to be secured from the business relationship with the customer by 20%, Messebau Wörnlein GmbH is obliged to release the reserved goods at the request of the customer.

(2) The goods remain the property of Messebau Wörnlein GmbH. The customer is obliged to handle the goods with care during the existence of the reservation of title. In particular, he is obliged to insure them at his own expense in accordance with § 10.

Should maintenance, inspection or other value maintenance work be necessary, the customer must carry this out in good time at his own expense.

(3) In the event of seizure or other interventions by third parties, the customer must inform Messebau Wörnlein GmbH immediately in writing so that Messebau Wörnlein GmbH can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure).

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Insofar as the third party is not in a position to reimburse Messebau Wörnlein GmbH for the court and out-of-court costs of an action in accordance with § 771 ZPO, the customer shall be liable for the resulting loss.

(4) Messebau Wörnlein GmbH shall be entitled to withdraw from the contract and demand the return of the goods in the event of conduct by the customer that is in breach of contract, in particular in the event of default of payment. In addition, Messebau Wörnlein GmbH shall be entitled to withdraw from the contract and demand return of the goods in the event of violation of an obligation in accordance with paragraphs 2 and 3, if it can no longer be reasonably expected to adhere to the contract.

(5) Without the express consent of Messebau Wörnlein GmbH, the customer is not entitled to resell the goods subject to retention of title or any processing or treatment. Irrespective of this, however, the customer hereby assigns to Messebau Wörnlein GmbH all claims in the amount of the final invoice amount (including value added tax) of the claims accruing to him from the resale against his customers or third parties, irrespective of whether the object of sale is resold without or after processing.

The customer remains entitled to collect these claims even after the assignment.

The authority of Messebau Wörnlein GmbH to collect the claim itself remains unaffected by this.

Messebau Wörnlein GmbH undertakes, however, not to collect the claim as long as the customer fulfils his payment obligations from the proceeds received, does not fall into arrears and, in particular, no application for the opening of composition or insolvency proceedings has been made or payments have been suspended. If this is the case, however, Messebau Wörnlein GmbH can demand that the customer informs it of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment.

(6) Processing or alteration of the goods subject to reservation of title by the customer shall always be carried out for Messebau Wörnlein GmbH. If the goods are processed with other objects not belonging to Messebau Wörnlein GmbH, the latter shall acquire co-ownership of the new objects in the ratio of the value of the goods (final invoice amount including VAT) to the other processed objects at the time of processing. The same shall apply to the object created by processing as to the object delivered under reservation of title.

(7) If the reserved goods are inseparably mixed with other objects not belonging to Messebau Wörnlein GmbH, Messebau Wörnlein GmbH shall acquire co-ownership of the new object in the ratio of the value of the goods (final invoice amount including VAT) to the other mixed

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objects at the time of mixing. If the mixing is carried out in such a way that the customer's object is to be regarded as the main object, it shall be deemed agreed that the customer shall transfer proportional co-ownership to Messebau Wörnlein GmbH. The customer shall hold the sole ownership or co-ownership thus created in safekeeping for Messebau Wörnlein GmbH.

(8) The customer also assigns to Messebau Wörnlein GmbH the claim to secure its claims against him that arise against a third party through the connection of the reserved goods with a property.

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§ 13 Property rights and rights of use

(1) Plans, drafts, drawings, production and assembly documents, concepts etc. remain the property of Messebau Wörnlein GmbH with all rights, even if they have been handed over to the customer. The transfer of ownership and rights of use requires express written agreement.

(2) Changes to plans, drafts and concepts etc. may only be made by Messebau Wörnlein GmbH, unless otherwise agreed in writing. This also applies if these documents have become the property of the customer.

(3) If materials or documents are handed over by the customer for the production of the subject of the contract, the customer guarantees that the production and delivery of work carried out according to his documents does not infringe the property rights of third parties. Messebau Wörnlein GmbH is not obliged to check whether the information and documents handed over by the customer for production and delivery infringe the property rights of third parties. The customer undertakes to immediately indemnify Messebau Wörnlein GmbH from all possible claims for damages by third parties and to pay for damages resulting from the violation of property rights.

§ 14 Terms of payment

(1) Unless otherwise agreed, invoiced amounts of Messebau Wörnlein GmbH are generally due for payment five working days after receipt of the invoice. The following payment schedule shall be agreed between the parties - insofar as no other agreements have been made in individual contracts - according to the progress of the project and shall be due as follows:

40 % of the agreed total remuneration as payment on account for conception, planning,

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work, services in advance as well as payments on account to service providers or hotels directly after signing the contract and in accordance with the invoice.

20 % of the agreed total remuneration at the latest eight calendar weeks (receipt of payment) before the trade fair/event.

15 % of the agreed total remuneration at the latest six calendar weeks (receipt of payment) before the trade fair/event.

The remaining amount 10 working days after the final invoice for the services performed by the contractor has been issued.

Deductions of any kind are excluded, no interest is paid on down payments.

(2) A payment shall only be deemed to have been made when Messebau Wörnlein GmbH can dispose of the amount. In the case of cheques, payment shall only be deemed to have been made when the cheque is cashed.

With regard to default of payment, the legal provisions of the German Civil Code shall apply.

(3) If the customer does not meet his payment obligations or does not meet them in a proper manner, Messebau Wörnlein GmbH shall be entitled to withdraw from the contract and demand the return of the goods in accordance with § 12 Paragraph 4. From this point in time, the customer is no longer entitled to use the goods and services of Messebau Wörnlein GmbH.

(4) For issuing a new invoice to a corrected invoice recipient, we shall charge a processing fee of EUR 15.00 per invoice plus VAT. This fee shall automatically become part of the newly issued invoice(s). The customer reserves the right to prove that Messebau Wörnlein GmbH has incurred less or no damage.

§ 15 Set-off and assignment

(1) The customer only has a right to offsetting if his counterclaims have been legally established or recognised by Messebau Wörnlein GmbH. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

(2) Messebau Wörnlein GmbH reserves the unlimited right to assign claims to third parties.

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§ 16 Termination / Cancellation

(1) The right to ordinary termination of the contract by the customer is excluded. Insofar as the services of Messebau Wörnlein GmbH consist of the production of a work, the customer may terminate the contract at any time up to the completion of the work in accordance with § 649 BGB. However, the customer shall then be obliged to pay the agreed remuneration in accordance with the provisions of paragraph 3.

(2) The right to terminate the contract for good cause remains unaffected. However, this is subject to the condition that a corresponding written request to eliminate the important reason within a reasonable period of time has been made beforehand and that the period has expired without result. Good cause shall always be deemed to exist if the customer fails to meet his payment obligations or violates the obligations to refrain under these terms and conditions.

(3) If the customer makes use of a right of termination in accordance with § 649 BGB (German Civil Code) that he is entitled to with regard to the contractual part of the services of Messebau Wörnlein GmbH, Messebau Wörnlein GmbH shall be entitled to the agreed remuneration for the services rendered up to that point, whereby the services rendered shall also include claims of third parties that Messebau Wörnlein GmbH has commissioned in confidence for the execution of the contract. Instead of the concrete calculation of compensation for the termination, Messebau Wörnlein GmbH may assert the following flat-rate claim for pro-rata compensation, taking into account the usually saved expenses. The flat-rate costs in the event of premature termination shall be as follows

up to fourteen calendar weeks before the start of the trade fair/event 0 % of the agreed remuneration

up to twelve calendar weeks months before the start of the trade fair/event 25% of the agreed remuneration

up to ten calendar weeks before the start of the trade fair/event 50% of the agreed remuneration

up to eight calendar weeks before the start of the trade fair/event 60% of the agreed remuneration

up to six calendar weeks before the start of the trade fair/event 75% of the agreed remuneration

from four calendar weeks before the start of the trade fair/event 90% of the agreed remuneration

thereafter 100 % of the agreed remuneration.

The basis for calculation is the remuneration agreed with the customer plus VAT less the

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expenses saved (travel expenses, overnight stays, meals etc.). The customer shall be at liberty to prove that no costs or costs less than those shown by Messebau Wörnlein GmbH in the lump sum were incurred in connection with the cancellation. In addition, in the event of termination by the customer, Messebau Wörnlein GmbH shall be entitled to all external costs, cancellation fees, etc. incurred in connection with the contract up to the time of termination.

(4) In the event of termination for good cause by Messebau Wörnlein GmbH or withdrawal for reasons for which the customer is responsible, item (3) shall apply accordingly.

(5) Pre-ordered and reserved rental goods that are not accepted must be fully invoiced to the customer. If it is possible to rent the goods to another party, the customer shall bear the costs incurred for transport to and from the location and any loss of rent.

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§ 17 Miscellaneous

(1) Messebau Wörnlein GmbH is entitled to produce, publish or use for advertising purposes, free of charge and without the consent of the customer, photographic material of the delivered service.

(2) It is the responsibility of the Customer to obtain any necessary approval for the erection of exhibition stands. Messebau Wörnlein GmbH assumes no liability for this, unless there is a separate written agreement between both parties regarding the assumption of the approval procedure by Messebau Wörnlein GmbH. In this case, Messebau Wörnlein GmbH shall only be liable in the event of gross negligence or intent.

(3) It is pointed out that within the framework of the business relationship or in connection with it, personal data, regardless of whether they originate from Messebau Wörnlein GmbH itself or from third parties, shall be processed in accordance with the Federal Data Protection Act and the European Data Protection Basic Regulation.

§ 18 Place of jurisdiction, applicable law, severability clause

(1) The place of performance and jurisdiction for the customer is Nuremberg; German law shall govern the contractual relationship.

(2) Should individual provisions of this contract prove to be wholly or partially invalid or unenforceable, or become invalid or unenforceable as a result of changes in legislation after conclusion of the contract, the remaining provisions of the contract and the validity of the contract as a whole shall remain unaffected.

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In place of the invalid or unenforceable provision, the parties undertake to agree on a valid and enforceable provision which comes as close as possible to the purpose of the invalid provision.

The same applies in the event that the contract contains a gap.

If the contract proves to be incomplete, those provisions shall be deemed to have been agreed which correspond to the purpose of the contract and which would have been agreed in the event of consideration.

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