

## ■ General Terms and Conditions of Business and Rental of MEPLAN GmbH

Insofar as MEPLAN GmbH is mentioned in the following, MEPLAN GmbH acts as the representative of Messe München GmbH.

### 1. General remarks

- 1.1 All legal transactions in respect of the planning and/or erecting and/or rental provision of exhibition stands (rental item) are subject only to our terms of business as set out below. This also applies to all future legal transactions. Any provisions of the customer deviating from our terms of rental are not valid; this also applies even if the provisions concerned are not repudiated explicitly. Our terms of rental apply for both prefabricated stands (stand systems) as well as for stands commissioned on an individual basis (customized stands).
- 1.2 Quotations we submit to the customer merely serve as a basis of agreement for a contractual relationship, unless they are declared in writing to be binding. The contract is concluded by our sending the customer a confirmation of order or an invoice in reply to the latter's offer.
- 1.3 All agreements, orders, amendments and cancellations must be made in writing. In the event that the customer has not received a confirmation of order up to ten working days prior to the commencement of the event, we must be urgently notified in writing to this effect. A setup plan and list of the items/ services ordered are attached to the confirmation of order.
- 1.4 The exhibition stands supplied and/or constructed (system or customized stands) are as a general rule provided on a rental basis only. All parts supplied are therefore merely rented without exception unless the elements concerned are explicitly declared to be parts for sale in the quote and/or confirmation of order.
- 1.5 If assembly and installation services are to be rendered by us, the services concerned are additionally subject to separate agreements.

### 2. Prices

- 2.1 The prices for all legal transactions apply plus statutory VAT in the absence of any agreement to the contrary. All the prices concerned are for the rental provision of the relevant items for the duration of the trade fair / exhibition in the absence of any agreement to the contrary.
- 2.2 The prices do not include costs for connections provided on site, costs for approval procedures (e.g. structural calculations) or fees of any kind raised by exhibition companies, forwarding companies, customs authorities, etc.
- 2.3 All additional charges due for the rental item which might result from an increase in value-added tax, transportation tax, customs duties, export duties or overseas freight costs, or due to similar regulatory measures or orders imposed by the relevant authorities after contract conclusion, are payable by the customer.
- 2.4 We are entitled to additionally invoice the customer with such increases in our purchasing prices compared with those applying at the time of contract conclusion – to the same extent as they affect us – as are attributable to changes set out under Item 2.3 and as occur by way of such changes.
- 2.5 Each contracting party can demand price adjustments four months after the time of contract conclusion if the prices for the materials required or wage and/ or ancillary wage costs based on statutory or collectively agreed adjustments have changed in total by more than five percent. The contracting party demanding the adjustment is to provide evidence supporting such demand. The contracting party (customer) has no right of appeal against the price adjustment once the corresponding evidence has been submitted.
- 2.6 In the case of system stands, each change of plan after the third such change will be charged extra at actual cost. Once the stand setup period has commenced, any changes to the stand layout for both system and customized stands will only be carried out subject to feasibility of the changes and against payment of the additional costs incurred.
- 2.7 In the event that the customer requests changes and/or additions at short notice and/or defaults on other obligations, we reserve the right to raise a surcharge, in such cases, the amount of which is generally set by way of an individual agreement.

### 3. Delivery period and default on delivery

- 3.1 Compliance with delivery and service provision obligations on our part depends on the punctual, proper and orderly compliance with obligations on the part of the customer. These include the punctual receipt of documents to be provided by the customer, the punctual clarification and approval of plans, no

on-site hindrances (such as those caused by other stand-builders, delays on the part of forwarding agents or the late delivery of exhibits), compliance with the agreed terms of payment and other obligations on the part of the customer. In the event that the given requirements are not met on time or incompletely, then the delivery period will be appropriately extended.

- 3.2 Should the supply of our products/services be delayed and/or rendered impossible by such circumstance as is not our responsibility, we are exempted from supplying the product/service for the duration of the given hindrance and the resultant delay without any further claims, notably claims for damages, arising against us in this respect. No compensation claims may be asserted against us insofar as the cause of the delay or the impossibility of service provision is not attributable to willful or grossly negligent behavior. Each contracting party is entitled to cancel the contract should the delay or impossibility of service provision be set to last more than four weeks, whereby costs incurred hitherto are to be paid and merely those expenses saved are to be reimbursed.
- 3.3 We are not responsible for such delays in service provision as are attributable to statutory import restrictions such as those in respect of foreign exchange transactions, etc.

### 4. Terms of payment, retention of title

- 4.1 Payment is due without deduction immediately upon receipt of the invoice – at the latest before the the exhibition stand is handed over – unless agreed otherwise in writing.
- 4.2 The customer is only entitled to set off other claims against the claim concerned if the former's counterclaims are legally valid, undisputed or recognized by us. Moreover, he is only authorized to exercise the given withholding entitlement to the extent that the counterclaim concerned arises from the same contractual relationship. The assertion of any withholding entitlement above and beyond this – with particular regard to the commercial withholding entitlement as set out under § 369 of the German Commercial Code (HGB), is excluded.
- 4.3 We accept bills of exchange as payment only after our prior written approval and for the purpose of fulfilling obligations. All costs incurred in connection with this are payable by the customer. The claim to payment continues to exist until such time as the bill of exchange has been redeemed. The right to assert further claims arising from the delayed submission of the bill of exchange after the due date remains reserved.
- 4.4 In the case of events occurring which impinge on the customer's creditworthiness, we are entitled to demand immediate payment of all such receivables as are still open and already due and, to the extent that such payment is not received despite the customer having been set a reasonable payment deadline, to cancel the contract and recover the items supplied by us. The right to assert further claims, notably for damages, remains reserved.
- 4.5 In the absence of any agreement to the contrary, the customer acquires no ownership of the exhibition stand and/or parts thereof by way of the rental provision of same. In the event that more than a mere time-limited rental provision was agreed, we reserve the right to retain ownership of the items supplied through to the full payment of all receivables arising from the underlying contract (cf. clause 1.4).

### 5. Cancellation of contract

Dissolution of contract (cancellation) is subject to valid statutory provisions and only possible on the terms described below insofar as such dissolution has not already been provided for or ruled out by other (event-specific) agreements. Any customers cancelling their orders up until five weeks prior to the start of the setup period without having any right of cancellation are to pay flat-rate compensation in lieu of costs amounting to EUR 250 plus statutory VAT. Cancellations made up until two weeks prior to the start of the setup period are subject to payment of 70% of the value of the order and thereafter 100%. Only cancellations made in writing are deemed to comply with the relevant deadline, whereby it is up to the customer to prove the punctual receipt of the cancellation in written form. We do however set off the value of the expense saved and of any benefit derived from the alternative usage of the services. The customer may demand a reduction in the flat-rate compensation amount due if the former can prove that we have incurred less expense.

Should the customer fail to make the payments due on the basis of this contract, we are entitled, having extended the deadline by a further 5 days and still without receipt of payment, to cancel the contract. We are moreover entitled to cancel the contract if the customer violates a duty deriving from this contract to give due consideration to our rights, legal assets and interests such that we cannot be reasonably expected to further adhere to the contract. In all the above cases, in which the customer has caused the reasons for the declared cancellation, the right to assert further claims, notably claims for damages, remains reserved.

**6. Security precautions / obligations on the part of the customer**

- 6.1 Cabins and lockable items of furniture are not secured against breaking and entry. The locking mechanisms are only intended to provide privacy. We strongly recommend to order stand security services. Moreover, the customer is urgently advised to insure all rented items as well as exhibits and the like in an appropriate manner (value of approx. EUR 500 per m<sup>2</sup> stand structure). We are not liable for any items left on the stand.
- 6.2 Should the customer supply materials or documents for the purpose of producing the object of contract, the customer is responsible for guaranteeing that the items produced and supplied in accordance with his or her documents do not violate any third-party property protection rights. We are not obliged to verify whether the data and documents provided by the customer for production and supply purposes violate third-party property protection rights. The customer undertakes to exempt us from all compensation claims or other claims asserted by third parties in this connection as soon as he is asked to do so and to pay all damages arising from the violation of property protection rights.
- 6.3 The customer is obliged among other things to order his own stand perimeter walls at his own expense. The usage of the rear walls of neighboring stands as perimeter walls for the customer's own stand is not allowed. The technical guidelines of both the event venue and event organizer require mandatory compliance.

**7. Storage**

As a general rule, no items belonging to the customer are stored on his or her behalf. Should storage services be required and rendered exceptionally, this is only done if an appropriate storage note is issued. We are liable for the items as well as for any deterioration and/or destruction and/or any loss of items only in cases of willful and grossly negligent behavior on our part as well as in the event of our violation of material contractual obligations.

**8. Provisions specific to rental contracts**

- 8.1 The rental items are supplied exclusively for the purpose and period agreed. The rental contract cannot be cancelled ordinarily. The items may only be sublet with our explicit approval.
- 8.2 The state and completeness of the rental items are to be checked by the customer upon their receipt. The provisions set out under § 377 German Commercial Code (HGB) apply where appropriate. A report on the transfer of the items concerned (acceptance report) is to be drawn up. The transfer occurs at an agreed point in time, no later than 18:00 on the day prior to the opening of the trade fair / exhibition, however. The customer is obliged to accept the items insofar as the contractually due service was rendered by MEPLAN or a third party attributable to MEPLAN and the customer was notified of this. Failure by the customer to accept overall service provision, even though he is obliged to do so, was notified of its completion and asked to accept it, equates to acceptance thereof. A right of the customer to exchange (additionally ordered) furnishings and/or (additionally ordered equipment for other items lapses if the service concerned has already been provided to us and/or rendered by us as agreed; the customer's payment obligations remain in effect even if he is no longer interested in the service and returns the items concerned before or during the fair. Any complaints and warranty claims are to be reported to us in writing together with the setting of an appropriate deadline for examining and, if applicable, rectifying them.
- 8.3 As the rental items concerned have generally already been used, normal traces of usage as well as wear and tear do not justify claims in respect of rectification, replacement or return. This also applies to such deviations in colour and surface finish as are typical of the materials concerned.
- 8.4 The risk of accidental loss or damage is transferred to the hirer when the rental items are handed over to him. Any loss and/or or damage to the rental items

must be notified to us without delay so that joint measures in respect of damage limitation/rectification can be coordinated. The risk borne by the customer is transferred back to us once the items are returned.

- 8.5 The customer is liable for any loss of or damage to the rental items caused culpably by himself, his employees or contractors or by his exhibits, furnishings or fittings. The customer undertakes to reimburse any costs incurred for the production/repair of the rental items up to a maximum amount equating to the value of the items concerned at the time they were handed over to the customer. We advise the customer to insure the rental items against loss, damage and vandalism at his or her own expense. The insurance value of the rental items can be provided by us upon request. Any damaged stand system walls will be charged to the customer at a price of EUR 30 plus value-added tax each.
- 8.6 The rental relationship is automatically terminated at the end of the given event (trade fair), at which time dismantling work commences with immediate effect, in the absence of any agreement to the contrary. Any items left behind on the rental stand will be disposed of at the expense of the customer and without any claim to reimbursement.
- 8.7 The customer is responsible for the care and supervision of all rental items in his or her custody from the time of acceptance of same up until two hours after the trade fair has ended. In the event that the customer violates his care and supervision obligations, he must compensate us for the damage thus incurred.
- 8.8 No pro-rata repayment of rental costs is made for such items supplied as basic, standard equipment as are not needed by the customer in specific cases. Nor can the items concerned be swapped or set off against other services by way of payment.

**9. Limitation of liability**

We are liable in accordance with statutory regulations for damage in respect of injury to life, body or health. As far as other damage is concerned, we are liable only in cases of willful or grossly negligent behaviour on our part subject to the provisions set out under Sentence 3. As far as other damage attributable to negligent behaviour constituting a violation of key contractual terms is concerned, we are also liable in such cases, limited however to foreseeable damage. The above provisions in respect of liability limitation apply to both statutory and contractual claims, with specific regard to compensation claims arising from warranty terms. Any liability in accordance with provisions set out in the Product Liability Act remain unaffected by the above terms.

**10. Copyright and other property protection rights**

- 10.1 Any draft documents, plans, drawings, production and assembly documents as well as the design and concept description all remain our intellectual property. The customer is not entitled without our prior written consent to copy the documents generated as a result, use them for his or her own purposes or pass them on to third parties. Nor is he entitled to build replicas based thereon, unless agreed otherwise in writing.
- 10.2 Should the customer violate the obligations set out under Item 10.1, he is to pay a contractual fine amounting to 50% of the rental price agreed between the contracting parties for the rental items concerned, but at least EUR 5,000. The contractual fine can then be set off against any compensation claim that may be asserted. Further claims particularly in respect of the customer refraining from such actions remain unaffected by this.
- 10.3 Even after payment of the agreed charge, the copyright to the documents mentioned under Item 10.1 and the items we produce remains with us.
- 10.4 We are entitled to display our company name in an appropriate size on the items produced by us and/or on the basis of the customer's plans, particularly with regard to exhibition stands. We are moreover entitled to produce and publish photographic material of the services rendered and of the exhibition stands provided pursuant to Item 1.2 and/or use it for promotional purposes at no cost and without requiring the customer's specific consent to do so.
- 10.5 The customer grants MEPLAN GmbH the exclusive unlimited right of usage and processing without time, content and space restrictions for all known and unknown usage and media types in connection with the services rendered and the exhibition stands provided pursuant to Item 1.2, thus concerning the object of contract, as well as the right to use the images produced, irrespective of the number and form thereof, to be used for promotional and/or non-promotional purposes.

**11. Data processing**

We collect, use and process the personal data of customers for establishing, executing and processing the contractual relationship with MEPLAN GmbH and for market research purposes. To enable us to meet our contractual obligations, we forward your data in some cases to our parent company and/or if applicable to the subsidiaries of MEPLAN GmbH and partner companies, which process the personal data on our behalf. Insofar as you have given us your consent, we forward your data to our affiliated companies and any official partner companies also for the purpose of enabling us to offer you additional services of our own or similar services. Your data is used in accordance with the relevant statutory regulations and exclusively for the purposes defined. Declarations of consent given to us may be revoked vis-à-vis MEPLAN GmbH at any time.

**12. Consumer dispute resolution**

MEPLAN is neither obliged nor willing to take part in dispute resolution proceedings before a consumer arbitration court pursuant to section 36 (1) of the German Consumer Dispute Resolution Act (VSBG). The option of dispute resolution before a consumer arbitration court in the case of a concrete dispute remains unaffected by this, subject to the consent of both contracting parties (section 37 VSBG).

**13. Other provisions**

- 13.1 The place of performance for payment by the customer is Munich.
- 13.2 Insofar as the customer is a trader, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Munich is the agreed place of jurisdiction for all disputes arising from this contract or in connection with this contract. We are also entitled at our discretion to assert our claims vis-à-vis the customer with such court as is competent for the place in which the customer has his registered office or branch office.
- 13.3 For all legal relations between ourselves and the customer, the law of the Federal Republic of Germany applies under the exclusion of the Vienna Convention on International Sale of Goods 1980 (CISG), even in cases where the customer's principal place of business or domicile is located abroad.
- 13.4 Should one provision of these terms be or become invalid, the validity of the contract as a whole and of other provisions of these terms shall remain in effect.
- 13.5 The General Terms of Contract of Messe München GmbH apply additionally.