

# General Terms and Conditions of Business of fairfellows GmbH

## 1. General, Scope

- 1.1 These General Terms and Conditions of Business shall apply to any and all business relationships with our customers, to all quotations, deliveries and other services. Our Terms and Conditions shall apply exclusively; we shall not recognize Terms and Conditions of the customers that conflict with or diverge from our General Terms and Conditions of Business, unless we have expressly agreed in written to their applicability.
- 1.2 Our General Terms and Conditions of Business shall apply in particular to the temporary letting of fair stands and the associated equipment, regardless whether the fair stands are of modular construction or have been made to specification. Furthermore, our additional services like workshops, coachings and IT services are subject to these General Terms and Conditions of Business.
- 1.3 Representations and notice of legal relevance made by the customer towards us after contract formation shall be made in written form in order to be valid.

## 2. Quotation, Order acceptance

- 2.1 The prices mentioned in our quotations are subject to change and freely revocable at any time up to the point at which an order is placed.
- 2.2 Unless items in our offer have been designated as sales products, they shall be exclusively items that we make available only on a rental base.
- 2.3 Detailed information on the listed items (e.g. dimensions, weights, technical data) and their sketches are descriptions and shall be considered approximately. Usual deviations and the replacement of components by equivalent parts shall be permitted to the extent its use for the contractual purpose isn't impaired.
- 2.4 The customer's purchase order shall be a binding offer that we may accept within four weeks after receiving. The contract is concluded by sending an order confirmation or an invoice (based on the customer's purchase order) to our customer.

## 3. Price, Terms of payment

- 3.1 All prices shall be exclusive of the value-added tax applicable on the day of invoicing.
- 3.2 Unless agreed otherwise, the prices do not include costs for technical connections (e.g. electricity, water, suspensions etc.), for approval procedures (e.g. structural calculation) or costs for any kind raised by organisers, venue operators or forwarding companies.
- 3.3 Payment of the purchase price shall be made immediately on receipt of the invoice without any deductions, unless agreed otherwise. The timeliness of payment is determined by the date it has been credited to our account.
- 3.4 We reserve the right to raise a surcharge for orders and change requests at short notice. The related deadlines are mentioned in the offer documents.
- 3.5 Furthermore, we reserve the right to charge changes of stand sketches after the third change with 300.00 € per change plus value-added tax. After start of setup changes of the stand layout will only be made under the reserve of feasibility and upon additional charge.

## 4. Cancellation of contract

- 4.1 Customers cancelling their orders up to four weeks prior to start of setup without having the right of withdrawal shall pay a reimbursement of expenses amounting to 25% of the contract value (plus value-added tax). If cancelled two weeks prior to start of setup, the reimbursement amount shall be 75% and then 100%. The cancellation must be made in written form to keep the time limit.
- 4.2 The customer may request a reduction of the reimbursement if it can be proven that we had less expense. We allow credit for the saved expenses and those advantages, however, that we obtained by alternative use.

- 4.3 We shall be entitled to withdraw from the contract if contractual payments due are not made by customer, after setting a final deadline for payment of 5 business days and no payment is made within this grace period. We shall also be entitled to withdraw from contract if the customer breaches a contractual duty to pay regard to our rights, objects of legal protection and interests and we can no longer be reasonably expected to continue the contract. In all above cases, in which the customer has caused the reason for the declared cancellation, the right to assert further claims, notably claims for damages, remains reserved.

## 5. Delivery time, Acceptance

- 5.1 Our adherence to the obligations to deliver and perform requires a timely and proper fulfilment of the contract on the customer's part. It shall include a timely receipt of all documents to be supplied by the customer, clarification and approval of plans, no hindrance at site, observance of the terms of payment agreed and other duties. If mentioned prerequisites are not met in good time or in full, the delivery time shall be extended in a reasonable manner.
- 5.2 Trade fair stands and/or other agreed services shall be completed and hand over in accordance with the agreement or in such a manner that it is available at the start of the event. We reserve the right to carry out minor residual work until the event opens, providing this does not significantly impair the customer's operation of the stand.
- 5.3 The customer shall be obliged to accept, providing the preconditions have been met. An acceptance protocol must be prepared and shall be signed by both parties. Any defects shall be recorded therein.
- 5.4 The trade fair stand shall be handed over by us in broom-clean condition. Subsequent daily maintenance cleaning shall be the responsibility of the customer.

## 6. Warranty for defects, Liability for damages

- 6.1 The subject matter of contract or parts thereof is/are not necessarily new. Minor signs of usage shall therefore not be considered defects. This also applies to such deviations in colour and surface finish as are typical of the materials concerned.
- 6.2 We shall in the event of timely notification, warrant any defects through remedy or replacement delivery, at our opinion. If the remedy or replacement delivery fails on two occasions, the customer shall reserve the right to demand a reduction in price or rescission of the contract. This shall also apply if we refuse to remedy the defect or to provide subsequent performance on account of disproportionate cost.
- 6.3 We are liable in accordance with statutory regulations for damage in respect of injury to life, body and health. As regards compensation claims we shall be liable for statutory and contractual claims in case of intent and gross negligence. As far as 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.
- 6.4 We shall accept no liability for exhibits and customer-specific material. We assume no liability for customer property left in the stand.
- 6.5 The customer shall receive no guarantees in the legal sense from us.

## 7. Duties of customer, Liability of customer

- 7.1 The customer shall treat the subject matter of contract with care. Affixing posters, nailing, painting, damaging and modifying shall not be allowed without our express approval in written form. Damaged or unusually heavy soiled rental items shall be charged at cost to the customer. Any damaged infilling of modular stand walls will be charged at a piece of 50.00 € plus value-added tax.
- 7.2 We shall be notified forthwith by the customer of any loss of or damage to the subject matter of contract or parts thereof. The customer shall take all necessary and reasonable measures to protect the subject matter of contract against damage or theft from handover to the return to us.

- 7.3 The contractual relationship shall end at the end of the relevant event, and dismantling shall start immediately upon its end unless agreed otherwise. The customer shall have the duty of care and supervision for the entire subject matter of contract up to two hours following the close of the fair. If the customer fails to meet his duties of care and supervision, he shall make good for any loss incurred to us.
- 7.4 The customer shall be liable for the damage to or loss of the subject matter of contract in accordance with the legal provisions. The customer shall be liable for all losses or damage to the subject matter of contract culpably caused by the customer, its employees, agents or its own exhibits and facilities. The customer shall make good for all necessary expense for the making/repair of the rented item up to maximally its value upon handover to the customer.
- 10.2 If the customer is a merchant as defined by the Commercial Code, a public law entity or special fund under public law, sole including international place of jurisdiction for all disputes directly or indirectly arising out of the contractual relationship shall be the court having jurisdiction over our business domicile. We shall be entitled, however, to take legal action at the customer's general place of jurisdiction.
- 10.3 As far as the contract or these General Terms and Conditions of Business contain any gap those legally effective provisions shall be considered agreed for filling such gap which would have been agreed by the parties based on the economic objective of the contract and the purpose of these General Terms and Conditions of Business if they had been aware of the gap.

## **8. Safety precautions**

- 8.1 We recommend insuring the subject matter of contract and the exhibits against loss, damage and vandalism at customer's expense.
- 8.2 Storage rooms and lockable pieces of furniture are not burglar-proof. The locking mechanism serves solely as privacy shield. Ordering stand security is therefore recommended.
- 8.3 When materials or documents for the construction of the subject matter of contract are handed over by the customer, the latter shall safeguard third party rights not being violated by the work carried out and delivery made on the basis of customer's documents. We shall be under no obligation to check whether the information and documents handed over by customers violate third party property rights. Customer undertake to indemnify us from all and any claims for damage or other third party claims upon initial request and shall make good for all damage arising from such violation of intellectual property rights.

## **9. Copyright and other intellectual property rights**

- 9.1 The draft documents, plans, drawings, manufacturing and assembly documents as well as the design and concept description shall remain our intellectual property. The customer shall not be entitled to reproduce, utilize or disclose it to any third party without our consent. The customer shall also not be entitled to produce replicas from it unless agreed otherwise.
- 9.2 For any breach of the duties as per no. 9.1 the customer shall pay a penalty of 50% of the remuneration agreed by the parties for the relevant subject matter of contract but not less than 5,000.00 €. Said penalty will be set off against any damage claim. Any further claim in particular for omission shall remain unaffected.
- 9.3 Even after payment of the agreed remuneration the copyright in the documents as per no. 9.1 and the works made by us shall remain with us.
- 9.4 We shall be entitled to place our name in adequate size on the items, especially fair stands, made by us or made according to customers' plans. We shall also be entitled to take our own photos free of charge and with no separate permit by the customer of the services rendered and the fair stands let, publish and use the same for the purpose of advertising.
- 9.5 The customer shall grant us the exclusive right of use and utilization with no restrictions as to time, content and location for all known and unknown types of use and media in connection with the services rendered and the fair stands let, thus including the subject matter of the contract, and the right of use of the images produced irrespective of their number and form for commercial and/or non-commercial purposes.

## **10. Choice of law, Jurisdiction, Severability**

- 10.1 The General Terms and Conditions of Business and all legal relationships between us and the customer shall be subject to the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.