

proFAIRssional Messesystem Bayern GmbH
Weihergartenstr. 35
90427 Nuremberg
HRB 28704/2606
www.profairssional-messesystem.de

General Sales Terms and Conditions

We thank you very much for your order, which we accept under the exclusive applicability of the delivery and payment conditions printed on the back of the present order.

§ 1 Scope

- (1) These sales conditions apply exclusively towards companies, legal persons under public law or special funds under public law within the meaning of § 310 (1) BGB (German Civil Code). The customer's conditions conflicting or differing from our terms and conditions are only accepted by us if we expressly agree to their validity in writing.
- (2) These sales conditions also apply to all future transactions with the customer, as far as related legal transactions are concerned.

§ 2 Offer and Conclusion of Contract

- (1) Unless otherwise stated in the offer, this is considered as a non-binding offer. This principle also applies to the conditions stated by us with regard to the service. In general, the presentation of services and goods on the Internet is not an offer, but a non-binding invitation to the customer to make such an offer.
- (2) If offers are prepared on the basis of the information provided by the customer and the documents provided by the respective event management team, we do not assume any liability for the correctness of the said information and of the included documents, unless their incorrectness and inappropriateness is not recognized grossly negligently or intentionally by us.
- (3) With the order of our service, the customer declares its contract offer as binding.
- (4) We will confirm the receipt of the customer's order. However, the confirmation of receipt does not constitute a binding acceptance of the order. The same principle applies to the receipt of an order submitted by phone.
- (5) We are entitled to accept the customer's contractual information as indicated in the order up to 10 calendar days prior to the relevant event they refer to. The contract is then concluded when we send our order confirmation.
- (6) The contract conclusion is subject to the reservation that in case of incorrect or improper self-delivery there will be no performance or only partial performance. This only applies if we are not responsible for the non-delivery.

§ 3 Submitted Documents

We reserve ownership and copyrights for all documents we submit to the orderer during the placing of the order. Among others, these documents include calculations, drawings, etc. These documents may not be made accessible to third parties, unless we give the orderer our express consent in writing. If we do not accept the customer's offer within the term indicated in § 2, these documents have to be returned to us immediately.

§ 4 Prices and Payment

- (1) Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus VAT in accordance with the applicable amount. The packaging costs will be invoiced separately.
- (2) The payment of the purchase price must be made exclusively on the account shown overleaf. The deduction of cash discount is only permitted if there is a special agreement in writing.
- (3) Unless otherwise agreed, the purchase price must be paid within a term of 10 days after delivery. For every first order of a Customer, 50% of the value of the order must be paid in advanced as soon as the contract is concluded. We will invoice this separately. The default interests are calculated at 8% above the respective base interest rate per year. The assertion of a higher damage caused by default remains reserved.
- (4) Unless a fixed price agreement has been made, reasonable price changes remain due to changes related to labour, material and distribution costs for deliveries made 3 months or later after the contract conclusion.

§ 5 Set-Off and Retention Rights

- (1) The orderer is entitled to set-off only if his counterclaims have been legally determined or if they are legally undisputed. The customer is only entitled to exercise a retention right to the extent that his counterclaim is based on the same contractual relationship.

§ 6 Delivery Time

- (1) To be binding, the delivery dates or terms have to be agreed in writing.
- (2) Our compliance with the delivery and service obligations does presuppose the proper fulfilment of the obligations by the customer, such as the punctual submission of documents or materials. The same principle applies if the customer does not send a requested advanced payment according to § 4 para 3 at its due date.
- (3) In case of orders before the exhibition dates, a minimum period of 10 working days applies. Within this term, a binding delivery to the date of the exhibition can be confirmed. If we accept an order anyway, we are not responsible if the delivery cannot be guaranteed at the date of the exhibition.
- (4) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we will be entitled to ask for compensation of the damage incurred in this respect, including any additional expenses. Further claims are reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item will be transferred to the buyer if the latter is in default of acceptance or payment.
- (5) We accept liability in case of a delivery delay caused deliberately or grossly negligently by us. This principle applies for every completed week of delay in the context of a

lump-sum delay compensation of 3% of the delivery value. This compensation must not exceed 15% of the delivery value.

(6) We are not responsible for delivery and service delays due to force majeure, strike or lockout and to events making the delivery not only temporarily difficult or impossible for us - among others in particular because of strike, lockout, the order issued by a public authority, etc. - even if they occur with our suppliers or their subcontractors. We are entitled to postpone the delivery and/or service for the duration of the hindrance plus a reasonable start-up time or to withdraw wholly or partially from the contract due to the unfulfilled part.

(7) However, other legal claims and rights of the customer due to a delivery delay remain unaffected.

§ 7 Risk Transfer upon Dispatch

(1) In general, the place of fulfilment and performance of our delivery obligation is the main office of proFAIRssional Messesystem Bayern GmbH in Weihergartenstr. 35 in 90427 Nuremberg.

(2) If the goods are despatched to the buyer according to his request, the risk of accidental loss or accidental deterioration of the goods will be transferred to the buyer after the dispatch and at the latest when the goods leave the factory and/or the warehouse. This principle applies to every case in which the goods are sent from the fulfilment place according to para 1 by a third company like a forwarding agent, regardless of which party bears the freight charges.

(3) If the delivery is made by our own employees, the risk transfer takes place only at the agreed delivery place.

(4) In case of a delivery by a third-party company like a forwarding agent, the goods will be insured under the locally applicable conditions. If we care about the delivery, the dispatched goods will be insured only if this is expressly requested by the customer. The customer bears the respective costs of the insurance.

§ 8 Reservation of Ownership

(1) We reserve the ownership of the delivered goods until the complete payment of all claims related to the delivery contract. This principle also applies to all future deliveries, even if we do not always make an express reference to them. We are entitled to take back the goods if the orderer acts contrary to contract.

(2) Before the property transfer, the orderer is obliged to carefully treat the purchased goods.

In particular, he is obliged to adequately insure them at his own expense against theft, fire and water damage to the original value (note: only admitted in case of the sale of quality goods). If maintenance and inspection works have to be carried out, the orderer has to care about the at his own expense. Before the property transfer the orderer has to

inform us immediately in writing, if the delivered item is subject to a pledge or to any other kind of intervention by third parties. If the third party is not able to reimburse us the court and out-of-court costs of a claim according to § 771 ZPO (German Code of Civil Procedure), the orderer will be responsible for our loss resulting from it.

(3) The orderer is entitled to resell the reserved goods in normal business transactions. The purchaser hereby assigns the customer's claims from the resale of the reserved goods to us in the amount of the final invoice amount agreed upon with us (including value added tax). This assignment applies regardless of whether the purchased item was resold without or after its processing.

The orderer is entitled to collect the claim also after its assignment. Our right to collect the claim ourselves remains unaffected by it. However, we will not collect the claim if orderer meets his payment obligations from the received income, is not in default of payment and, in particular, has not filed an application for opening insolvency proceedings or has ceased payments.

(4) The processing and remodelling of the purchased item by the orderer is always executed in our behalf. In this case, the orderer's right of expectancy to the purchased item continues with the remodelled item. If the purchased item is processed with other items not belonging to us, we will acquire the co-ownership of the new item in proportion of the objective value of our purchased item to the other processed items at the time of processing. The same principle applies in case of mixing. If the mixing takes place in such a way that the object of the orderer is to be regarded as the main object, the following is agreed: The

orderer shares pro rata co-ownership and the resulting sole ownership or co-ownership remains reserved to us. To secure our claims against the orderer, the orderer also assigns to us such claims resulting from a third party and related the combination of the reserved goods with a property; we already accept this assignment with immediate effect.

(5) We assume the obligation to release the securities to which we are entitled upon the customer's request, insofar as their value exceeds the claims to be secured by more than 20%.

(6) In case of a contract breach by the customer, and in particular in case of default of payment, we are entitled to withdraw from the contract and to ask for the reserved goods. This principle also applies if the customer violates any of the above-mentioned obligations, if the adherence to the contract is no longer reasonable.

§ 9 Warranty and Notice of Defects and Recourse/Constructor's Recourse

(1) The orderer's warranty rights presuppose that the latter has duly fulfilled his obligation to inspect and complain under § 377 HGB (German Commercial Code).

The orderer's obligation to inspect and notify also expressly refers to the number of delivered parts such as the body frames and connectors.

With his signature on the delivery note the customer confirms the receipt of the goods free of identifiable defects and according to the ordered number. The manufacturer's warranty for the hardware (frames, connecting trims, connectors) is of 6 years from the invoicing date for the graphics and/or graphic panels, 1 year for textiles and similar items and 2 years for electrical accessories.

(2) If the customer assembles or disassembles the ordered goods by himself, we are not liable for the errors made by the customer or his employees. If we care about the assembly and disassembly, the customer and/or the persons assigned by him have always to comply with the general

terms of use and the hazard warnings of the company proFAIRssional Messesystem Bayern GmbH which are transmitted to the customer with these general terms and conditions.

For any damage caused by the non-compliance with these conditions, liability is excluded.

(3) If, despite all due care, the delivered goods should have a defect already visible at the time of risk transfer we will repair the goods, subject to timely notification of defects at our discretion or replace them. We are always entitled to the right to rectify within a reasonable term. Recourse rights shall remain unaffected by the above provision without limitation.

- (4) If the supplementary performance fails, without prejudice to any claims for damages, the orderer is entitled to withdraw from the contract or to reduce the remuneration.
- (5) Claims for defects do not exist in case of an insignificant deviation from the agreed quality, with only insignificant usability impairment, with natural wear or tear like in case of damage after the risk transfer as a result of faulty or negligent treatment, excessive use, unsuitable equipment, defective construction, unsuitable ground or because of special external influences not required according to the contract. If the customer or a third party carries out improper repair work or inadequate changes, no claims for defects shall be made for these consequences and the consequences resulting from them.
- (6) Claims of the orderer for the expenses required for the purpose of supplementary performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase since the goods we deliver are subsequently moved to a location other than the orderer's branch unless the shipment complies with its intended use.
- (7) Recourse rights of the orderer towards us apply only to the extent that orderer has not made any agreements with his buyer going beyond the legally binding claims for defects. For the extent of the recourse claim of the orderer towards the supplier the provision of paragraph 6 will be applied accordingly.

§ 10 Liability

Claims for damage compensation of all kind, even of damages not resulting from the delivery item itself, among other things from default, breach of duty or unauthorized action, are excluded, if the damage was not caused by our grossly negligent or intentional acts and the contract fulfilment is not distributed or endangered by the exclusion of compensation claims. The liability limitation applies equally to our performance and vicarious agents of us. Unless there is no intentional contract breach committed by us, the liability for damages is limited to the foreseeable, typically occurring damage. The liability for culpable injury to life, body or health remains unaffected by it. The same principle applies to the mandatory liability according to the German Product Liability Act.

§ 11 Creditworthiness

When accepting orders, the customer's creditworthiness is assumed. If after the conclusion of the contract a significant deterioration of the customer's creditworthiness becomes apparent, so that there is a justified reason to think that the customer will not be able to comply with an essential part of his obligations, we are entitled to suspend the production and/or delivery until an advanced payment will be made or until a directly liable bank guarantee will be issued.

An essential deterioration of the creditworthiness is to be assumed in particular if the customer is in arrears with the payment of a previous supply or if unfavourable information is disclosed by credit institutions or credit insurers.

If the customer does not comply with the payment request or the security deposit, we are entitled to withdraw from the contract and to ask for damages. In addition, we have the right to ask for our reserved property in accordance with §8.

§ 12 Printing and Graphics

(1) Subsequent contract modifications related to the printing and/or graphics require our confirmation.

Any resulting additional costs will be at the customer's expense. In particular, we are entitled to invoice all preparatory works required for printing - data, drafts, films, proofs and samples - after the order has been placed by the customer.

This also applies no production contract has been concluded.

Complaints about Printing and Graphics

(1) After the receipt of the goods, the customer has to unpack them immediately and to complain about any defects within a term of eight days. We will not consider subsequent complaints. Our liability for errors caused by customer's data or printing documents is excluded. With the customer's declaration about the production and print maturity, the risk for any existing errors is transferred to the customer. The same principle applies to all other release declarations of the customer. For what concerns the exposures, the films we supply must be checked immediately with the data for correctness. We do not accept any liability for misprints or incorrect production. In the case of pasting, the customer must ensure that the substrate is to be covered with the offered film. Any additional works and costs will be at the customer's expense. Our liability is limited to gross negligence or intent. In case of subcontracts we are not liable for any impairment of the delivered goods. Defects of a partial quantity do not entitle to the complaint of the total delivery. Minor colour deviations also do not give rise to warranty claims. Negative deviations of the material limit our liability to our warranty claims against our supplier.

Please note in particular that we do not assume any liability - as customary in the industry - if our products cause damage or items cannot be used, unless we acted deliberately or through gross negligence.

Copyright related to printing and graphics

The customer alone is liable for any infringement of the rights of third parties (author's right, copyright) arising from his order. The customer indemnifies us from all claims arising from such infringement against third parties. The place of jurisdiction for both is our main office, unless our customer is not a general merchant. In this case the legal provisions will be applied.

§ 13 Miscellaneous

(1) The present contract and the entire legal relationships between the parties are subject to the laws of the Federal Republic of Germany. The application of the UN Sales Convention (CISG) is excluded.

(2) Place of fulfilment and exclusive place of jurisdiction for all disputes arising from this contract is our place of business, unless otherwise indicated in our order confirmation.

(3) All agreements made between the parties for the purpose of the execution of the present contract are set out in writing in this contract.

(4) If single provisions of this contract are or become ineffective or contain a gap, the remaining provisions will remain unaffected. The parties undertake to replace the ineffective provision with such legally permissible provision that comes closest to the economic purpose of the invalid provision or fills in the said gap.