

General Business Terms

1. Scope

(a) These general terms of business apply to all our services and supplies, offers and order confirmations. Where necessary, they are supplemented by our terms of rental furniture.

(b) We herewith explicitly reject the inclusion of other general terms of business, particular those of the buyer, even in the event that we are informed of such terms in a confirmation letter or by other means. Deviating conditions require our explicit written confirmation in order to become effective.

2. Offer and draft documents

(a) We draw up an offer on the basis of the buyer's details and on the basis of the documents provided by him. We assume no liability for the provided documents being correct. Documents belonging to the offers, such as drafts, plans, drawings, samples, weights and measures, merely contain indicative values unless they have been described as binding.

(b) All drafts, production and assembly, documents, drawings etc. remain our property. Subsequent changes to plans, designs etc. may only be made with our consent. The documents produced by us must not be duplicated or made accessible to third parties without our consent. If the order is not placed, they must be returned to us without delay.

(c) In the event that the buyer duplicates documents or makes them available to third parties without our consent, we are entitled to demand compensation amounting to 40% of the order total.

3. Prices and conditions of payment

(a) The prices are to be understood net plus statutory value added tax for payment within 10 days after issuing the invoice, unless agreed otherwise. Unless stated otherwise in the offer, the prices include production/provision, transport and packaging together with erection and dismantling. The stand is not insured during the exhibition unless agreed specifically in writing. We assume other additional services on the basis of a separate agreement (full service).

(b) In the case of graphic services/special orders executed by the contractor on behalf of the buyer, advance payment amounting to 50% of these services is to be paid on placing the order. The remaining amount is due for payment after dismantling the stand.

(c) The buyer may only offset payments with undisputed or legally confirmed claims.

(d) If the commencement or completion of work is delayed for reasons for which the contractor is not responsible, the contractor is entitled to issue a separate invoice for the additional costs caused by this delay.

(e) The buyer is entitled to use or utilise the planning and design services of the contractor once.

(f) No discounts or any other deductions are granted.

4. Delivery period

(a) If the buyer demands essential changes to the execution after concluding the contract, any agreed delivery periods no longer apply. The same holds if the buyer fails to provide necessary cooperation services or make agreed down payments on time. We are entitled to make partial deliveries.

(b) If we are prevented from meeting the agreed delivery deadline for reasons for which we are not responsible and by Acts of God, both contracting parties are entitled to withdraw from the contract. In this case, no claims for compensation can be made.

5. Delayed payments

In the case of delayed payments, we are entitled to exercise withholding rights for all outstanding deliveries and/or services without any advance notice, or to demand further advance payments which had not been previously agreed. The same applies if a deterioration in the financial situation of the buyer emerging or becoming known after conclusion of the contract appears to jeopardise fulfilment of the payment claims. This applies in particular if a cheque from the buyer is not redeemed or compulsory execution measures are initiated against the buyer or an application is made to open insolvency proceedings against the buyer. In these cases, the contractor is justified in not erecting stands and not placing them at the buyer's disposal.

6. Retention of title

- (a) If the contract foresees acquisition of the contractor's services by the buyer, then all supplied items remain the contractor's property until the buyer has fulfilled all accounts payable from the business relationship to the full.
- (b) In the event that the buyer has resold supplied items, he already assigns his claims arising from the resale to the contractor now at this moment in time. The contractor accepts this assignment.

7. Stand acceptance

- (a) Stand acceptance takes place on the basis of separate agreement after completion of the entire service at the agreed moment in time. Minor residual work can still be carried out through to the trade fair or exhibition, insofar as this does not essentially impair commissioning of the stand by the buyer.
- (b) The buyer is obliged to accept the stand when the prerequisites are fulfilled. Immaterial nonconformities with the agreed services resulting from technical conditions or necessary for other reasons are permitted insofar as these do not involve any loss of quality or essentially impair the functions of the stand. Acceptance is considered to have taken place if the buyer fails to accept the overall service even though he is obliged to do so. Insofar as a mutual commercial transaction has taken place, the statutory inspection and complaints obligation applies with regard to poor and incorrect deliveries in accordance with §§377,378, German Commercial Code. Acceptance is considered to have taken place if the buyer starts to use the service in full or in part. Acceptance can only be refused for material faults.
- (c) Following the handover of the stand, the stand passes into the buyer's possession until the stand is dismantled. The buyer is liable for any damage caused to the stand and accessories in the period from acceptance through to dismantling. It is advisable to conclude special insurance for this purpose.

8. Warranty, liability and liability restriction

- (a) In the case of a justified notice of defects submitted in good time, we are entitled to repair and/or replace the item at our own choice. If replacement deliveries or repairs have failed twice, the buyer has the right to demand a price reduction or rescission of the contract.
- (b) Any further claims for compensation are ruled out, apart from cases of wilful intent or gross negligence on our part. Any liability during the period of the trade fair is ruled out completely.
- (c) In the event that we provide special services agreed by contract, or liability for acts of non-compliance referring to third parties is limited to wilful intent and gross negligence.
- (d) Otherwise, liability is restricted to the business liability insurance benefits.

9. Statute of limitations

- (a) Any claims apart from compensation claims from the buyer because of the quality of the work are struck by the statute of limitations within a period of twelve months after acceptance or handover.
- (b) Any compensation claims against us are struck by the statute of limitations within a period of twelve months after the claim has arisen and the buyer has awareness thereof. This also applies if the buyer should have known about the claim. The statutory period of limitations applies to gross violation of obligations arising from the contractual relationship and for harmful acts committed with wilful intent.

10. Storage of trade-fair items, liability

Insofar as exhibition stands or other items belonging to the buyer entrusted to us for storage, the following rules apply: taking such items into storage is a favour performed on our part so that no liability is assumed for damage caused to the stored items by minor negligence and Acts of God. The buyer is informed that he should inform his own insurance company about such storage so that the items are covered by the insurance policy as if they were kept in a field warehouse.

- (a) We are liable for loss or damage during transport or in our warehouse insofar as we are at fault. In the case of minor negligence, liability in the case of damage is restricted to payment of the repair costs. If repair is impossible or inappropriately expensive, the replacement value is paid.
- (b) In the case of minor negligence, no payment is made for reduction in value, loss of use, loss of profits or other compensation claims.
- (c) We, our employees and vicarious agents are only liable to the buyer in cases of wilful intent and gross negligence.

11. Place of fulfilment and jurisdiction

- (a) Insofar as the buyer is a businessman, Mettmann is the sole place of fulfilment and jurisdiction for all disputes arising from the contractual relationship.
- (b) The UN Convention on Contracts for the International Sale of Goods is excluded.