

Information translation: the German version applies

GENERAL TERMS AND CONDITIONS

of Holtmann GmbH+Co.KG

I. Basis of contract

1.

All orders issued to the Contractor are based, in the following order, on:

- the content of a contract concluded between the parties
- the order confirmation
- the proposal
- these General Terms and Conditions
- the legal provisions of the Bürgerliches Gesetzbuch (Civil Code) of the Federal Republic of Germany, especially the provisions of the law on rental agreements and contracts of works
- the fee structure for engineers and architects.

2.

Deviation from these Terms and Conditions shall require written agreement.

II. Content of contracts

1.

These Terms and Conditions are authoritative for all deliveries and services. They also apply to all future legal relationships between the Contractor and the Client. The Client's contractual provisions shall only become integral components of the contract if the Contractor recognises them in writing.

2.

Accepting the Contractor's services counts as recognising these General Terms and Conditions.

III. Proposal, proposal documents and draft documents

1.

Unless the proposal states otherwise, it is non-binding.

2.

If proposals are drawn up according to the information provided by the Client and the documents provided by the relevant exhibition management, the Contractor does not accept any liability of any kind for the accuracy of the information and documents received, unless its failure to recognise that they are incorrect or unsuitable is intentional or grossly negligent.

3.

Proposals, plans, designs, drawings, production and assembly documents and descriptions of event concepts along with all associated rights shall remain, unless otherwise agreed explicitly and in writing, the property of the Contractor, even after they have been handed over to the Client. These are classed as trade secrets within the meaning of Section 2(1) of the Gesetz zum Schutz von Geschäftsgeheimnissen (Trade Secrets Act).

IV. Conclusion of contract

The contract shall come about when the Contractor confirms the order in writing. Orders once issued shall, however, also count as accepted if they are not rejected within one month of receipt.

V. Prices

1.
The prices quoted in the proposal shall only be valid if the property quoted is all ordered together.
2.
All prices are strictly net ex place of production or shipping depot and do not include packaging, freight, postage and packing, insurance etc.
3.
The quoted prices shall be valid for four months after the contract is concluded. After these four months are up, the Contractor shall be entitled to pass on price increases in manufacturer or supplier prices or wages to the Client. The Client may withdraw from the contract if the price increases by more than 5% after the contract is concluded. In such cases, the Contractor shall be entitled to remuneration for the services it has provided up to that point, whereby the services provided also include third party services which the Contractor commissioned on the understanding that the contract would be carried out. Any further claims by either side are hereby excluded.
4.
If the start, continuation or conclusion of work is delayed for reasons not attributable to the Contractor, it shall be entitled to bill the Client separately for the additional expenses incurred. The rates applicable on the day of execution for hours worked (including driving and loading times), vehicle appliances, material prices and the Contractor's other prices are then authoritative.
5.
The Client shall be billed additionally for services not detailed in the proposal which are carried out at the Client's request, and for additional expenses caused by incorrect information provided by the Client or the exhibition organiser, transport delays not caused by the Contractor, inadequate warehouse and ground quality, and services provided late or incorrectly by third parties which are not the Contractor's agents. Clause V.4. of these Terms and Conditions shall serve as the basis for calculation.
6.
Services and procurements carried out for the Client at its request in the course of planning and executing its exhibition participation shall be compensated separately. The Contractor is entitled to charge advance commission for amounts disbursed in this way. The Contractor is also entitled to commission third parties on the client's behalf to provide such services.

VI. Delivery times and assembly

1.
If no explicit deadline has been agreed for the start of execution or completion, the manufacture/delivery deadlines shall only apply approximately.
2.
If the Client requests changes or adjustments to execution after the contract has been concluded, even fixed execution/delivery deadlines shall cease to be binding. The same applies to hindrances not caused by the Contractor, especially late provision of documents and materials by the Client.
3.
If the Contractor's business is disrupted through no fault of its own or its subcontractors due to an unforeseeable event which leads to serious business disruption, especially force majeure, strike and lockout, the delivery/completion deadline shall be extended accordingly. If the aforementioned disruptions make it impossible to fulfil the contract, both parties shall be entitled to withdraw from it. In such cases, the Contractor shall be entitled to remuneration for the services it has provided up to that point, whereby the services provided also include third party services which the Contractor commissioned on the understanding that the contract would be carried out. Any further compensation claims by either side are hereby excluded.

VII. Freight and packaging/transfer of risk

1.
Unless otherwise agreed, the Contractor's products shall always travel at the Client's expense and risk. Packaging which is desired and considered necessary by the Contractor shall be billed separately. The same shall apply to the Client's shipment pieces.
2.
The Client's parts which are to be used in manufacturing or assembly must be delivered free to the works or assembly site on the agreed date. Unless otherwise agreed, such parts shall be returned from the works or place of use at the Client's risk.
3.
Unless otherwise agreed, all risk shall be transferred to the Client when the goods leave the Contractor's premises or are provided to the Client. This also applies in cases where freight-free delivery has been agreed.
4.
If the goods are ready for dispatch but cannot be delivered for reasons attributable to the Client, the risk shall be transferred to the Client on the day when the goods are ready for dispatch. The Contractor's services count as fulfilled once notice has been sent to the Client that the goods are ready for dispatch.
5.
If exhibits belonging to the Contractor are being transported along with the Client's, the above provisions shall apply accordingly.

VIII. Acceptance/handover

1.
Acceptance/handover shall generally be carried out formally, immediately after completion. The Client undertakes to attend the acceptance appointment itself, or to arrange to be represented by an appropriately authorised officer. It explicitly recognises that in special cases an acceptance appointment one hour before the start of the fair is not inappropriate.
2.
Any partial services which are still outstanding, or defects which are reported, shall be made up for or rectified as quickly as possible. They shall not form a basis for refusal to accept unless they fundamentally affect the function of the contractual object.
3.
If the Client has started using the service or part of the service without formally accepting it beforehand, the start of use shall count as acceptance.
4.
If the Contractor's deliveries and services have been hired out to the Client, the object of the hire contract must be handed over at the Contractor's request immediately after the end of the fair. The Client is obliged to participate in the handover appointment or to arrange to be represented by an appropriately authorised officer.

IX. Warranty

1.
The warranty depends on the provisions of the Bürgerliches Gesetzbuch regarding contracts of works, or, if the products in question are being hired, on the provisions regarding hire contracts.
2.
As a rule, the Client can generally only demand supplementary performance in the form of repair as an initial warranty service. The proper repairs shall be decided on at the Contractor's discretion.

The Contractor may provide a replacement delivery at any time. The Client may assert further claims, especially claims to reduction or withdrawal from the contract, if two attempts to repair the same defect have failed.

3.

The warranty does not cover defects which arise at the Client's site due to natural wear and tear, damp, strong warming or improper handling or storage. In the same way, the warranty does not cover reasonable deviations in form, dimensions, colour and material quality.

4.

The Client is obliged to inform the Contractor immediately of any defects and to give it the opportunity to make the relevant findings.

5.

If the defect is reported late or no reservations were made on delivery due to suspected defects, warranty claims shall lapse altogether.

6.

Warranty claims shall also lapse if the Client carries out its own repairs or makes it difficult or impossible for the Contractor to identify and repair defects, which is often the case when defects which arise or come to light during the fair are only reported after the end of the fair.

X. Liability

1.

The Contractor is not liable for defect and compensation claims arising from deliveries and services procured from third parties on the Client's behalf, unless the Contractor breached its due diligence duties in choosing the third party.

2.

The Contractor shall not be liable for the exhibitor's goods, unless this was explicitly agreed in writing. In such cases, the Contractor shall only be liable in the amount of the insurance payouts, unless it is accused of acting intentionally or of gross negligence.

3.

If the contract only concerns planning and design, the Contractor shall only be responsible for ensuring that it is able to implement the plans/design accordingly. Any further claims are hereby excluded.

4.

The Contractor shall not be liable for advice, information or other services provided free of charge.

5.

Claims to compensation due to damage of any kind, including damage not to the delivery object itself, for example arising from delay or breach of obligation, are excluded unless i) the damage was caused intentionally or through gross negligence, or ii) excluding compensation claims would prevent or endanger fulfilment of the contract. This limitation of liability applies in the same scope to the Contractor's agents or assistants. Compensation claims arising from injury to life, body and health as well as claims under the Produkthaftungsgesetz (Product Liability Act) shall remain unaffected.

6.

The Client shall be liable to the Contractor for all items lent or hired out to it, including the exhibition stand as a whole, in the amount of the restoration costs (for repairable damage), or the replacement-as-new value (for destruction and loss).

XI. Insurance

1. Goods transported on journeys arranged or carried out by the Client shall only be insured for their replacement-as-new value at the Client's explicit request, and at the Client's expense.
2. Damage in transit must be reported to the Contractor immediately. If the goods are being sent via a freight-forwarding company, damage should immediately be recorded on the consignment note; if they are being sent by rail, the Client must request an official certificate for the damage and send it to the Contractor.
3. Goods belonging to the Client which the Contractor takes over for storage based on written confirmation from the Client shall, unless otherwise agreed, be insured by the Contractor at the Client's expense against fire, water damage and burglary for the duration of the storage period in the amount of its replacement-as-new value.

XII. Basis for credit

The Contractor's service obligations presuppose that the Client is creditworthy. If the Client has provided false information regarding its person or facts affecting its creditworthiness, or has ceased payments, or if insolvency proceedings regarding the Client's assets have been opened or applied for, the Contractor shall not be obliged to provide the services. In such cases, the Contractor may demand advance payment or other appropriate assurance of its remuneration claim. If the Client fails to fulfil this request, the Contractor may terminate the contract for good reason according to Clause XVII of these Terms and Conditions, or withdraw from the contract and demand compensation. The amount of this compensation depends on Clause XVII, 3. of these Terms and Conditions.

XIII. Retention of title

1. All delivery items shall remain property of the Contractor until all liabilities arising from the contractual relationship between the parties have been fulfilled in full.
2. Unless the Contractor explicitly consents, the Client is not entitled to resell, alter or process the goods subject to retention of title. This notwithstanding, the Client hereby transfers its claims from any resale of the retained goods to the Contractor. The Contractor hereby accepts this assignment.

XIV. Property rights and rights of use

1. Plans, designs, drawings, production and assembly documents, concept descriptions and descriptions of exhibition and event concepts etc., along with all associated rights, shall remain the property of the Contractor, even if they have been handed over to the Client. These are entrusted to the Client as trade secrets within the meaning of Section 2(1) of the Gesetz zum Schutz von Geschäftsgeheimnissen (Trade Secrets Act). Any transfer of rights of use beyond those required to fulfil the contract shall require explicit written agreement, regardless of whether special property rights (e.g. copyrights) apply or not. The Client undertakes to refrain from any other form of use, and especially to refrain from copying and disseminating, disclosure to third parties or direct or indirect reproduction, unless this is necessary in order to fulfil the contract.
2. It is assumed that the Client has breached its obligations according to Clause 1 if it carries out exhibitions or events which are essentially the same as the Contractor's. The Client is then free to prove the opposite.

3.

In the event of a breach of the obligations listed in Clause 1, the Contractor shall at least be entitled to additional remuneration for planning, draft and creative services, with the amount to be determined according to the requirements of HOAI. Other compensation claims shall remain unaffected.

4.

Moreover, in the event of a breach of the obligation described above in Clause 1, the Contractor shall be entitled to compensation amounting to 50% of any agreed hire price for the service results, especially in the case of reproduction. The Client remains free to prove that the Contractor did not incur damages, or not in this amount.

5.

If materials or documents are handed over for the manufacture of the contractual object, the Client shall ensure that the manufacture and delivery of the work carried out according to its documents do not violate third-party property rights. The Contractor is not obliged to check whether the details and documents handed over by the Client for manufacture and delivery breach third-party property rights. The Client undertakes to immediately release the Contractor from any third-party compensation claims, and to pay for any damages arising from the violation of property rights.

XV. Terms of payment and payment plan

1.

Unless otherwise agreed, billed amounts shall generally fall payable as soon as the bill is received. Discounts of any kind are excluded. Down payments of any kind shall not be subject to interest.

2.

Unless the contract states otherwise, the Contractor shall be entitled to make out interim bills, or to demand partial payments. Unless otherwise contractually agreed on an individual basis, the parties hereby agree the following payment plan based on project progress payable as follows:

- 40% of the agreed total remuneration as an advance payment for design, planning, work, services in advance, and advance payments to service providers or hotels immediately on signature of the contract and as invoiced.
- 20% of the agreed total remuneration no later than eight calendar weeks (receipt of payment) before the event.
- 15% of the agreed total remuneration no later than six calendar weeks (receipt of payment) before the event.
- The final balance ten working days after issue of the final invoice for services executed by the contractor.

3.

If the Client fails to properly meet its payment obligations, it shall not be entitled to use the Contractor's services. If the services or fair stand are loaned to the Client, it undertakes to immediately return ownership of the services and materials/stand to the Contractor at the latter's request.

XVI. Set-off and assignment

1.

The Client may not offset against claims which are contested or not legally recognised. The same shall apply to the assertion of rights of retention.

2.

The Client's rights arising from this contractual relationship may only be transferred with the Contractor's prior consent.

XVII. Termination/cancellation

1.
The Client is entitled to terminate the contract at any time.

2.
If the Client terminates or cancels the contract without the Contractor having given good reason for this, the Contractor shall be entitled to remuneration for the services it has provided up to that point, whereby the services provided also include third party claims for services which the Contractor commissioned on the understanding that the contract would be carried out. Instead of the defined calculation for termination compensation, the Contractor can claim the following pro-rata flat-rate remuneration taking into account the expenses thereby saved. The flat-rate costs for early termination amount to:

- up to fourteen calendar weeks prior to the start of the event 0% of the agreed remuneration
- up to twelve calendar weeks prior to the start of the event 25% of the agreed remuneration
- up to ten calendar weeks prior to the start of the event 50% of the agreed remuneration
- up to eight calendar weeks prior to the start of the event 60% of the agreed remuneration
- up to six calendar weeks prior to the start of the event 75% of the agreed remuneration
- from four calendar weeks prior to the start of the event 90% of the agreed remuneration
- thereafter 100% of the agreed remuneration.

This calculation is based on the remuneration agreed with the Client plus VAT, less the expenses saved (travel expenses, overnight accommodation, catering, etc.). The Client reserves the right to provide proof that as a result of the termination no costs were incurred or the costs incurred were lower than the flat-rate costs stated by the Contractor. Furthermore, in the event of termination by the Client, the Contractor shall be entitled to claim all third-party costs, cancellation fees, etc. incurred in connection with the contract up until termination.

3.
The right to termination for good cause remains unaffected. This requires, however, that a corresponding written request to rectify the good cause was made with an appropriate deadline, and that this deadline has expired. Good cause shall particularly be deemed to apply if the Client fails to meet its payment obligations, or breaches the prohibitions contained in these Terms and Conditions.

4.
In the event of termination by the Contractor for good cause, or withdrawal for reasons attributable to the Client, the provisions of section 2 above shall apply accordingly. The Client remains free to prove that the Contractor did not incur damages, or not in this amount. The assertion of further damage is not excluded.

XVIII. Data protection

We refer at this point to the fact that personal data according to the Bundesdatenschutzgesetz (Federal Data Protection Act) and the European General Data Protection Regulation will be processed in the course of or in connection with business relationships, whether they come from the Contractor itself or from third parties.

XIX. Place of performance and jurisdiction

The place of performance and jurisdiction for all disputes arising between the parties from the contractual relationship is the Contractor's domicile, as long as the Client is a registered trader, a legal entity under public law or a special asset under public law. The contractual relationship shall be subject to German law.

XX. Final provisions

Should individual provisions be partially or fully void, this shall not affect the validity of the remaining provisions.

Holtmann GmbH+Co.KG