

## General Terms and Conditions of Trade (Terms of Payment and Delivery)

### I. Scope of Application

1. The General Terms and Conditions (AGB) of MEISSNER EXPO GmbH will apply exclusively unless the services are booked over Hamburg Messe. In that case, the General Terms and conditions of HMC will apply. We do not acknowledge any different terms and conditions, unless we give our explicit written consent thereto. Our General Terms and Conditions will also apply if we carry out the order in full awareness of differing terms and conditions, without explicitly voicing any objection thereto.
2. All agreements between us and our customer for the purpose of carrying out the contract will be set down in written form in said contract
3. Our General Terms and Conditions will apply to all future transactions

### II. Return Service

1. Any specific requirements or additional work not included in the original order will be billed separately. This will particularly also apply to inclusive orders. If such additional services are provided on Saturdays, Sundays, public holidays or in night work, we will be entitled to bill an appropriate price mark-up.
2. Sketches, drafts, test specimens, test prints, samples or similar preparatory work will be paid for, even if the Contracting Partner ultimately fails to make use thereof.
3. The prices in the order confirmation are based on the costs of materials and wages at the time the offer was made. Any subsequent rise in prices will entitle us to raise the prices originally offered.
4. Prices in our quotations will only be binding if an order is placed with us in total and in whole. If the order placed does not reflect the offer submitted, the new offer drawn up in the light of the deductions made will be applicable.

### III. Delivery

1. Delivery deadlines will only be binding if these have been confirmed by us in written form. In the event of force majeure or the occurrence of circumstances over which we have no influence, such as the delay in the delivery of materials, we will not be responsible for any delay thus incurred. In this case, we will be entitled to choose to cancel the contract in whole or in part or to call for an appropriate lengthening of the delivery timeframe. Our duty to delivery will depend on the proper fulfilment of all duties for which the Contracting Partner is responsible.
2. If the Contracting Partner defaults in acceptance or breaches any other duties to involvement, we will be entitled to assert compensation for damages including the refund of any extra disbursements. The risk of incidental loss or incidental deterioration of the contracted item will pass to the Contracting Partner the moment it defaults in acceptance.
3. Should we default in performance, we will initially be granted a suitable period of time for remedy. Only after the fruitless lapse thereof will it be possible for the Contracting Partner to cancel the contract. Compensation for the damages derived from the default will only be able to be asserted to the value of the order.

### IV. Complaint

1. Complaints will be lodged immediately in written form, at the latest, however, inside 24 hours of receipt of our services. Any transport damages will be notified immediately in written form to the carrier.
2. In the event of a defect for which we are responsible, we will be entitled to choose to remedy or to provide a replacement.
3. Any farther-reaching claims to guarantee and compensation for damages lodged by the Customer in excess of those explicitly specified in the contract, irrespective of the legal grounds thereof, in particular claims for damages subsequently generated as a result of the defect, for disrupted operations and lost profits will be ruled out, unless liability cannot be ruled out for wilful intent, gross negligence, breach of major contractual duties or the lack of assured properties. Compensation for damages due to a breach of major contractual duties will, however, be restricted to the foreseeable damages typical for the contract, unless wilful intent or gross negligence prevails.

The onus of proof for all circumstances on which a claim is based will lie with the Customer. Any form of guarantee will require the punctual satisfaction of all duties for which the Contracting Partner is responsible. Any attempts to carry out repairs by the Contracting Partner itself or by third parties will rule out all and any claim to guarantee.

### V. Payment

1. Until our invoice is duly settled, including all other claims against the Contracting Partner, we will retain title to the goods delivered. In cases where the Contracting Partner acted in breach of contract, specifically with default in payment, we will be entitled to take back the purchased item. The taking back of the purchased item will not constitute any cancellation of the contract on our part, unless we have explicitly declared as much in written form. After taking back the purchased item, we will be entitled to realise it otherwise. The proceeds from such realisation will be offset against the liabilities of the Contracting Partner.
2. The Contracting Partner undertakes to treat the purchased item with care until it has been paid for in full.
3. In the event of attachment or other third-party intervention, the customer will inform us thereof immediately in written form. Until the full satisfaction of our claim, the goods we delivered will not be pledged or transferred to serve as collateral.
4. In the case of default in payment, if payments cease or composition or insolvency proceedings are initiated before a court of law, the Customer herewith will irrevocably allow us to collect the goods to which we have retained title immediately and for this purpose to enter unimpeded its business and warehouse premises.
5. Unless otherwise stated in the order confirmation, our prices will be ex-works and will not include packaging. This will be billed separately.
6. The deduction of discount will be subject to specific written agreement.
7. Unless otherwise specifically stated, the total sum of the order will be due for payment as follows:  
50 % upon order placement  
the rest 8 (eight) days after completion.  
We will then be entitled to charge penalty interest of 4% p.a. in excess of the respective bank rate of the Deutsche Bundesbank
8. If our claim to payment is endangered by a deterioration in the financial position of the Customer that evolved or became known only after the contract had been finalized, e.g. if cheques or bills are not redeemed, we will call for payment in total of all our receivables. The Contracting Party will only be able to offset against claims to payment with undisputed claims or those that have been established by declaratory judgment. The assertion of any right to retention will be ruled out

### VI. Safekeeping, Insurance

1. We will only keep documents, raw materials, media and other items serving the purpose of re-utilisation as well as semi-finished and finished products over and beyond the delivery deadline subject to prior arrangement and in return for specific payment. The Customer undertakes to make duplicates of any originals handed over to us (such as slides, disks, CDs, DVDs etc.). Whilst keeping these items, we will only be liable for wilful intent and gross negligence.
2. We will not be liable for any damage to these items occurring in spite of proper treatment, such as from wear-and-tear.
3. The Customer will ensure that the aforementioned items are covered by insurance.

### VII. Ownership, Copyright

1. All industrial proprietary rights (copyrights and ancillary copyrights, trade mark rights, copyright under competition law, patent rights) related to the services we are to provide – including services for which we appoint third parties – will lie exclusively with us, unless explicitly agreed otherwise. The transfer of licences and rights of use will be subject to written agreement and will always only ever apply to the actual event in question. Amendments of concepts, drafts etc. will only be able to be made by us or by explicitly appointed third parties.

2. The Customer will be entitled to use the concepts and drafts etc. only for the purpose provided for in the contract. Reproduction will be subject to our explicit prior consent. Printers' copies, master copies and negatives, produced by us or produced on our behalf will remain our property even if they are charged to the Customer.
3. The transfer of rights of ownership and copyrights to drawings, models, proposals, drafts or texts will be subject to our explicit written consent. The same will apply for any replicas or reconstructions.
4. The Customer will guarantee that the production and delivery of the services provided according to its specifications and documents do not constitute any breach of third-party rights. We do not undertake to check whether the information and documents provided by the Customer for the purpose of order completion constitute - or could constitute - breaches of third-party rights. The Customer undertakes to hold us harmless from any third-party claim and to answer for all damages that could be derived from the breach of industrial proprietary rights and, where requested, to render advance payment.

### VIII. Rental Conditions

1. The price specified for rental orders is calculated for the duration of a trade exhibition or for a maximum of 10 (ten) days. It will be payable net cash before delivery. The rented item will only be provided for the contracted purpose and the agreed period of time. It is possible to extend the term of rent; this will be subject to the written consent of the Lessor. The Lessor will be entitled to bill extra rental if the rented item is not rendered available again at the agreed point in time.
2. The hirer will be liable for damages incurred during the term of rent and losses incurred on the rented item, even if these were caused by third parties. Liability will commence with the handover of the rented item and will end upon the return thereof or its collection by the Lessor.
3. In addition to payment of rental, a bond will be provided to 1/3 of the new value of the rented item, either one week before delivery in the form of a cheque or as bank warranty or by cash payment upon collection of the item.
4. The bond, the warranty and/or the cash bond will be returned 10 (ten) days after the item has been returned and duly checked. Missing or damaged parts will be charged at list price and will be deducted from the bond.
5. Should the hirer decide to purchase parts during the contracted term of rent, the rental for these parts will be offset in full against the purchase price.
6. If such parts are not immediately taken by the Customer, but are initially stored with us, the costs for warehousing and transport will be billed to the Customer.
7. The packaging material is an integral part of the rental order and will remain our property.
8. We will be able to make reference to our company in suitable manner on the contracted items. The Customer will only be able to refuse its consent in the case of its overweighing interest to do so.

### IX Place of Fulfilment

1. Place of fulfilment and jurisdiction for all claims and disputes derived from contractual relations, including summary bill enforcement proceedings and proceedings restricted to documentary evidence will be the location from where the order confirmation was issued, if the Customer is a registered trader. We will, however, also be entitled to bring legal action against the Customer at the court of law at its place of residence.