

# GENERAL TERMS AND CONDITIONS - Zeitgemaess.com

## I. BASES OF THE CONTRACT

The following General Terms and Conditions shall govern the relationship between the company commissioned ("contractor") and its customer ("contracting entity") as far as the contracting entity is an entrepreneur within the meaning of § 14 BGB (German Civil Code). They shall apply exclusively to all offers, deliveries and services rendered by the contractor to the contracting entity subject to deviating individual understandings or agreements between the contractual partners. Any reference to general terms and conditions of the contracting entity, as contained in standard forms, is hereby rejected.

## II. CONTRACT CONCLUSION

1. The contract shall be deemed concluded once the contractual document or written order confirmation is signed by the contractor.
2. Any information provided by the contractor, which is referred to as "cost frame", "cost outline" or "rough costs calculation" shall be non-binding.

## III. PROVISION FOR RENT

1. Where objects of the contractor have been made available to the contracting entity on a loan or rental basis, such rental objects shall be formally returned, on request of the contractor, immediately after the end of a trade fair or event. The contracting entity shall be under obligation to be present on the day of return or to have itself represented on this day by a commissioner furnished with corresponding power of attorney.
2. The contracting entity shall handle such objects made available on a loan or rental basis with care, and return them immediately after the end of the event.
3. Return confirmations from the contractor shall always be subject to the reservation of a specific review.
4. Unless explicitly agreed otherwise, rentals shall be charged on the basis of calendar days. The day of handover of the rental object shall be regarded as the start of the rental period, while the day of return of the rental object shall be regarded as the end of the rental period. As far as the contracting entity is responsible for the delayed return of the rental object, the full daily rental charge shall be owed for each additional day.
5. For the period, during which objects are made available on a rental basis, the contractor shall be entitled to demand an adequate security deposit. Interest shall not be payable on the security deposit.

## IV. PRICES

1. All prices and price indications shall be in EURO without statutory taxes and dues and without any other possibly incurred accessory charges under public law, even where there is no such explicit reference.

2. The offer prices shall only apply in case of an undivided order.
3. The offer prices shall be applicable for four months after conclusion of the contract. Where delivery periods exceeding these four months are agreed, the contractor shall be entitled to pass on the price increases of manufacturers or suppliers, or wage increases, to the contracting entity. The contracting entity shall be entitled to withdraw from the contract if the price exceeds the price applicable at the time of contract conclusion by more than 5%. In this event, the contractor shall have a claim for remuneration in respect of the services provided until this point in time, whereby the services provided shall also include the claims of third parties, with which the contractor has placed orders as he was relying on the implementation of the contract. More far-reaching claims of both contracting parties shall be ruled out.
4. Where the start or continuation of service provision is delayed because of reasons, for which the contractor cannot be held accountable, he shall be entitled to invoice the resulting additional expenditure separately. In this event, the prices invoiced by the contractor, which are applicable on the day of execution, shall be the relevant rates.
5. Services not included in the offer, which are rendered at the request of the contracting entity, or additional expenditures caused by the provision of incorrect information by the contracting entity, or by advance services not rendered in time or in a professional manner by the contracting entity or other third parties, as far as they are no auxiliary persons of the contractor, shall be charged additionally to the account of the contracting entity. The obtainment of necessary official permits, licences or other approvals shall only be part of the offer if explicitly stated there. The same shall apply to the customs formalities in case of deliveries abroad.
6. Services and purchases carried out for the contracting entity at its request in the framework of planning and executing trade fair participations shall be remunerated separately. For amounts so advanced in this, the contractor shall be entitled to charge an advance commission. The contractor shall be furthermore entitled to award contracts for such services to third companies on behalf of the contracting entity.
7. Where services are rendered in the context of trade fairs, the offer prices shall not comprise the expenses and costs of deliveries and services, which are to be utilised exclusively by trade fair companies or third parties commissioned by such trade fair companies, such as forwarding services on the trade fair premises (e.g. transportation on the trade fair premises, provision of fork-lift trucks and elevating trucks, handling of empties, waste disposal etc.) unless these services are explicitly referred to in the offer.

## V. DELIVERY / TRANSPORTATION

1. Where no explicit deadline is agreed for the start of execution or for service completion, the stated date of completion/delivery shall only apply on an approximate basis.
2. As a result of changes or adjustments of service execution, which are submitted by the contracting entity after conclusion of the contract, firmly agreed dates of execution/delivery shall no longer be of a binding nature either. The same shall apply to hindrances, for which the contractor is not responsible, especially to the cases where documents and materials of the contracting entity are not made available in time.

3. If disruptions occur within the business operations, for which the contractor or its upstream suppliers or subcontractors are not responsible, especially in cases of force majeure, strike and lockout that are attributable to an unforeseen event through no fault of the contractor or its upstream suppliers or subcontractors and trigger severe operational disruptions, the period of delivery/completion shall be extended correspondingly. Where performance of the contract becomes impossible due to the aforementioned disruptions, both parties shall be entitled to withdraw from the contract. In this event, the contractor shall have a claim for remuneration in respect of the services provided until this point in time, whereby the services provided shall also include the claims of third parties, with which the contractor has placed orders as he was relying on the implementation of the contract.

4. The products and (delivery) items of the contractor shall always travel at the expense and risk of the contracting entity, unless agreed otherwise. If no particular instruction is in place, the contractor shall decide on the mode of shipment at its discretion and without responsibility for the cheapest and quickest shipping mode. Packaging requested or deemed necessary by the contracting entity shall be charged separately. Where transport is arranged by the contracting entity, the goods being shipped shall only be insured on explicit instructions from the customer and at the expense of the customer. Unless agreed otherwise, all risks shall pass over to the contracting entity once the goods leave the business premises of the contractor, or otherwise once they have been made available to the contracting entity. This shall also apply in cases where carriage paid delivery has been agreed.

5. Objects of the contracting entity, which are supposed to be used in the context of providing the contractual services, must be delivered by free delivery to the place of utilisation on the date agreed. The contractor shall not be under obligation to provide for the return delivery of such objects. Where the contracting entity assigns the contractor to provide for return delivery, the latter shall take place on a freight forward basis from the place of utilisation at the contracting entity's risk.

6. Where the goods ready for shipping cannot be delivered or made available to the contracting entity because of reasons, for which the contracting entity is responsible, the risk of accidental loss or accidental deterioration of the goods shall pass over to the contracting entity on the day of readiness for shipping. The services of the contractor shall be deemed provided following delivery of the notice stating readiness for shipment.

7. If goods to be shipped or exhibits of the contracting entity are to be transported (where applicable together with the contractor's deliveries), the aforementioned regulations shall apply correspondingly. VI. Basis of granting credits. The contractor's performance obligations shall be subject to the creditworthiness of the contracting entity. Where the contracting entity has provided incorrect or incomplete information on the facts determining its creditworthiness, or ceased making its payments, the contractor shall not be obliged to provide the contractual services. In these cases, the contractor shall be entitled to demand advance payment or other suitable securities to safeguard its remuneration claim. If the contracting entity fails to meet this request, the contractor shall be entitled to terminate the contract for good cause pursuant to Section XVI of these conditions, or to withdraw from the contract and demand compensation for damages. In respect of amounts, the regulation under Section XVI, Subsection 2 of these conditions shall apply.

## VII. ACCEPTANCE / HANDOVER

1. As a rule, acceptance or handover shall take place formally and immediately after completion. The contracting entity undertakes to be present by itself on the day of acceptance, or to have itself represented on this day by a commissioner furnished with corresponding power of attorney. It is acknowledged explicitly that, in particular cases, acceptance one hour prior to the start of a trade fair will not be inappropriate.
2. Where the contracting entity has taken the service or part of the service into use without prior formal acceptance, the service or part of the service shall be deemed accepted as a consequence of the act of utilisation unless the contractor was notified of defects preventing acceptance prior to the act of utilisation.
3. Still pending partial services will be provided subsequently as quickly as possible, and defects, of which the contractor has been notified, will be remedied as quickly as possible. Where they do not significantly affect the function of the contractual object, they shall not entitle the contracting entity to refuse acceptance.
4. Where the services consist in planning and implementing events, the respective acceptance shall take place, as a rule, on the occasion of dress rehearsals or trial runs. This shall not apply to planning services that are deemed completed and ready for acceptance as soon as they are received by the customer.

## VIII. OFFSETTING AND CESSION

1. Offsetting as well as the assertion of a right of retention by the contracting entity may only take place with respect to undisputed or finally established accounts receivable or to accounts receivable being ready for a decision. This shall not apply as far as the account receivable, which the offsetting refers to, arises from the same contractual relationship.
2. The rights of the contracting entity under this contractual relationship shall only be transferable with prior consent from the contractor.

## IX. LIABILITY FOR DEFECTS

1. The liability for defects shall be governed by the statutory regulations unless agreed otherwise in these General Terms and Conditions.
2. Where a defect is in place, for which the contractor is responsible, the contracting entity shall only be entitled, in principle and for the time being, to subsequent performance in the form of subsequent improvement. The kind of appropriate subsequent improvement shall be subject to the contractor's discretion. The contractor shall be at liberty to provide replacement delivery at any time.
3. The period of limitation for warranty claims of the contracting entity against the contractor shall be one year from the transfer of risk onwards. The restrictions stated above shall not apply to

claims for the compensation of damages and the reimbursement of expenses, which are attributable to gross negligence, wilful misconduct or the infringement of contractual obligations, the proper fulfilment of which is a condition precedent for the implementation of the contract, and on the fulfilment of which the customer is entitled to rely on a regular basis (hereinafter referred to as “cardinal obligations”). They shall not apply either as far as claims for the compensation of damages and the reimbursement of expenses because of injuries to life, body or health or claims on the basis of the German Product Liability Act are concerned. As far as a cardinal obligation is infringed by negligence, the amount of the contractor’s liability shall be limited to damages and expenditures that are both foreseeable and typically associated with this kind of contract. Unless explicitly agreed in writing, product descriptions, samples or presentations shall not represent guarantee statements or quality covenants.

## X. LIABILITY

1. The contractor’s liability for damage and expenditures attributable to simple negligence shall be ruled out as far as the claims are not attributable to the infringement of contractual obligations, the proper fulfilment of which is a condition precedent for the implementation of the contract, and on the fulfilment of which the contracting entity is entitled to rely on a regular basis (hereinafter referred to as “cardinal obligations”), or unless claims because of injuries to life, body or health are concerned. Claims asserted on the basis of the German Product Liability Act shall likewise remain unaffected. In the event of a claim for remuneration, the claims of the contracting entity for default interest shall remain unaffected by the clauses above. The same shall apply to the contracting entity’s claim for remuneration in the form of the lump sum under § 288 Subsection 5 BGB (German Civil Code) or to the compensation of damages / losses attributable to the costs of litigation.

2. As far as a cardinal obligation is infringed by negligence, the amount of the contractor’s liability shall be limited to damages and expenditures that are both foreseeable and typically associated with this kind of contract. The clause above shall also apply to the infringement of obligations by auxiliary persons and legal representatives of the contractor.

3. The contracting entity shall be liable to the contractor for all objects made available to the contractor on a loan and rental basis, including the trade fair stand, up to the overall amount of the replacement costs or the new acquisition value (in case of destruction and loss).

## XI. INSURANCE

1. For any transport arranged or performed by the contracting entity, the goods being shipped shall only be insured, to the amount of the new acquisition value, on explicit instruction from the contracting entity and at the expense of the contracting entity.

2. Obvious damage in transit shall be notified to the contractor without delay. In case of shipping by a forwarding agent, obvious damage shall be noted immediately on the letter of consignment. In the event of transport by rail, an official certificate from the railway company must be demanded and forwarded to the contractor. Claims against the transport company shall be ceded to the contractor on request.

3. Unless agreed otherwise, goods of the contracting entity that are taken into storage by the contractor on the grounds of a written confirmation shall be insured by the contractor at the expense of the contracting entity during the period of storage. Such insurance shall be taken out, for the amount of the new acquisition value, against fire, damage caused by water and damage caused by theft.

## XII. RESERVATION OF PROPRIETARY RIGHTS

1. All delivery items and service results, which are to become property of the contracting entity, shall remain property of the contractor until all accounts payable under the contractual relationship between the parties are completely fulfilled.

2. Any transfer of utilisation and commercialisation rights shall only become effective once all accounts payable under the contractual relationship between the parties are completely fulfilled.

3. Without explicit consent from the contractor, the contracting entity shall not be entitled to resell the goods subject to the reservation of proprietary rights, or to process and reprocess such goods. Regardless thereof, the contracting entity shall cede the accounts receivable arising from a resale of the goods subject to the reservation of proprietary rights to the contractor already now as far as the final invoice amount (value of the delivery including value-added taxes) is concerned. The contractor accepts this cession.

## XIII. COMMERCIALISATION AND UTILISATION RIGHTS, CONCEPTUAL DESIGN

1. Offers, plans, drafts, drawings, manufacturing and assembly documents, conceptual descriptions, descriptions of exhibition and event concepts, lay-out sketches and film footage of the contractor shall remain property of the contractor, including all respective rights, even if they have been handed over to the contracting entity. They shall be entrusted to the contracting entity, in this respect, within the meaning of § 18 UWG (Act against Unfair Practices). The contracting entity undertakes to refrain from any other commercialisation in any form whatsoever, especially from duplication and distribution, the implementation of changes, the transfer to third parties or the direct or indirect reproduction. Any transfer of utilisation rights in excess of the utilisation rights required for the performance of the contract shall require an explicit written agreement, regardless of whether any industrial property rights or copyrights are in place.

2. Unless agreed otherwise in writing, changes to plans, drafts and concepts etc. may only be made by the contractor. This shall apply as well if such documents have become property of the contracting entity.

3. It shall be assumed that the contracting entity has breached the obligations under this section if he implements exhibitions or events that essentially comply with the plans and concepts of the contractor. The contracting entity shall be at liberty, in this case, to provide evidence of the contrary.

4. In the event of infringement of the obligations stated in this section, in the context of service results being made available on a loan or rental basis, especially in the case of unauthorised reproduction, the contractor's claim for the compensation of damages shall amount to 50% of the agreed rental price. The contracting entity shall be at liberty to prove that no damage has resulted or that the resulting damage has fallen short of the aforementioned amount.

5. Where materials or documents are handed over by the contracting entity for performance of the services, the contracting entity warrants that the production and delivery of services rendered according to its documents will not give rise to a violation of proprietary rights or copyrights of third parties. The contractor shall not be under obligation to review whether the information and documents made available by the contracting entity violate the proprietary rights of third parties. The contracting entity shall hold the contractor harmless of any claims arising from the violation of such industrial property rights or copyrights.

6. The contractor shall be entitled to create recordings of the events and use the recordings, along with background information on the project, for purposes of documentation and own PR /self-marketing activities.

7. If desired by the contractor, the contracting entity shall be obliged to refer to the contractor in the context of any publications.

#### XIV. TERMINATION OF THE CONTRACT

1. The contracting entity shall be entitled to give notice of termination of the contract at any time.

2. Where the contracting entity gives notice of termination of the contract without having indicated an important reason for doing so to the contractor, the contractor shall have a claim for remuneration of the services provided until this point in time, whereby the services provided shall also include the claims of third parties, with which the contractor has placed orders as he was relying on the implementation of the contract. In respect of the services not provided until this point in time, 40% of the respective agreed remuneration shall be agreed as spared expenditures. The contractor agrees to a setoff of this rate against its claim for remuneration unless the contractor provides evidence that, in actual fact, the amount of spared expenditures was lower. Conversely, the contracting entity shall be at liberty to provide evidence that the amount of the contractor's spared expenditures was actually higher.

3. The right to give notice of termination for good cause shall remain unaffected. Exercising this right shall require that, prior to this, a corresponding written request to remove the good cause was submitted within an appropriate period of time and that this period of time / deadline has expired unsuccessfully. Good cause shall be in place, in particular, if the contracting entity has infringed its contractual obligations grossly or in a sustained manner and, in particular, if he does not properly meet his payment obligations despite being requested to do so.

4. In the event of termination by the contractor for good cause or withdrawal by the contractor because of reasons, for which the contracting entity is responsible, the aforementioned regulation of Subsection 2 shall apply correspondingly. The contracting entity shall be at liberty to prove that no damage has resulted or that the resulting damage has fallen short of the aforementioned amount. The assertion of more far-reaching damages shall not be ruled out.

#### XV. FINAL PROVISIONS

The place of performance and place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of the contractor as far as the contracting entity is a general merchant, a legal entity under public law or a special fund under public law, or if the contracting entity's registered office is located abroad. The contractual relationship shall be subject

to German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CSG) and of private international law.