

General Terms and Conditions of Sale and Hire

The General Terms and Conditions of Sale set out below shall apply to all deliveries and performances, including those of subsequent transactions. We will not acknowledge any contrary or differing terms and conditions which the Customer may have unless we have expressly acknowledged their application in writing. In case of dissenting terms of the Customer, our Terms and Conditions shall apply even if we delivered in knowledge of these dissenting terms and without any reservation.

By accepting our deliveries/services, the Customer declares his consent with our Terms and Conditions.

1. Scope of the delivery obligation

- The scope of the delivery depends solely on the written order confirmation from Preuss. Public statements, promotion claims or advertising by the manufacturer do not constitute any contractual description of the properties of the goods.
- Dimensions, weights, illustrations, descriptions and drawings together with other documents are only approximately authoritative, unless these have been explicitly assured as binding.
- Preuss assumes no liability for deviations in color from the samples, nor any responsibility for the quality of graphic and photographic work not produced directly by Preuss.
- It is up to the Customer to obtain any necessary permits for the erection of exhibition booths. Preuss does not assume any liability in terms of approval eligibility.

2. Price and payment

- The prices apply ex works Holm. Value added tax is added in the respective amount, calculated at the point in time of issuing the invoice.
- Increases in wage and freight costs that are not known at the point in time of concluding the contract shall also be charged with the resulting additional costs.
- The necessary fitters for installation and dismantling shall be deployed on payment of the hours worked together with allowances for every working day and travelling day. Any overtime that becomes necessary for operational reasons and at the Customer's request shall be charged with the normal collective bargaining surcharges.
- Payments made by bank transfer or by check shall be deemed to have been made only on the day of being credited unconditionally to our business account. We charge interest amounting to eight percentage points over the base rate as default interest.
- On failure to comply with the payment deadline, or in the event of circumstances becoming known to Preuss after conclusion of the contract which cast doubt on the Customer's creditworthiness in terms of banking aspects, all of Preuss's receivables shall become due for immediate payment. Preuss is entitled to provide any further outstanding services only on receipt of payment in advance or on provision of corresponding collateral and/or to withdraw from the contract after the expiry of an appropriate period of grace set for payment.
- Offsetting on account of any counterclaims disputed by Preuss and not legally established shall not be acceptable.
- Any withholding right is only permissible insofar as undisputed and referring to the same contractual relationship.

3. Delivery time

- The delivery time has been met if the delivery item has left the warehouse in Holm by the end of the delivery time or if the Customer has been informed that the item is ready for dispatch.
- Even binding delivery dates shall be prolonged appropriately in case of not foreseeable operational hindrances, such as work stoppages, loss of working hours caused by sickness of skilled workers, difficulties in procuring material, delays to deliveries and services by subcontractors together with interference by the authorities, and also in the event of Force Majeure and during labor disputes. This also applies when the hindrances occur during an already existing period of delay.
- Compensation for delay or impossibility including such claims that have come about before declaration of withdrawal can only be asserted within the framework of the provisions made in Clause 7.
- If shipment is delayed for circumstances under the Customer's control, then the Customer undertakes to pay Preuss all the haulage and storage costs incurred by third parties including all ancillary costs, counting from the day of reporting that the goods are ready for dispatch. If the goods are kept in storage by Preuss, Preuss shall be paid 0.5% of the invoice amount per month.

4. Transfer of goods and acceptance of the delivery item

- Risk passes to the Customer at the latest on handover of the delivery item to the forwarder, haulier, collector or means of transport provided by Preuss, but at the latest on leaving the works in Holm.
- If shipment is delayed for reasons for which Preuss is not responsible, risk passes to the Customer counting from the day on which the goods are ready for shipment.
- In the event of loss or damage to the goods after the passage of risk, Preuss is obliged to proceed with replacement or restitution of the goods within an appropriate period of time on being reimbursed with the costs by the Customer.
- Delivered items shall be received by the Customer even if they show essential faults.

5. Retention of Title

- We reserve the title to the purchased goods until the final payment of all claims against the Customer under the mutual business relationship, including future claims (goods under retention of title). For current accounts, the retention of title acts as collateral for the respective acknowledged balance.
- If the Customer should be in breach of contract, and particularly if the Customer should be late in paying the invoice, we shall have the right to take back the purchased goods. This shall also apply if an application for the commencement of insolvency proceedings has been made against the Customer.
- For the duration of our retention of title, the Customer bears the full risk for the delivery item, including particularly the risk of loss, accidental destruction or accidental deterioration. The Customer is obliged to take out insurance with sufficient coverage at the value of new goods for protection against fire, water and theft. In order to secure our claims up to their full value the Customer hereby assigns to us any claims resulting from a case of loss, particularly claims against the insurer up to the amount of our receivables. We accept this assignment.
- In the case of attachment or any other form of seizure on the part of third parties the Customer must notify us immediately in writing and provide us with all documents necessary for the intervention so that we can take legal action in accordance with ss. 771 of the Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse us for the court and out-of-court costs of legal action or of replacing the goods, the Customer shall be liable for the loss we incur.
- The Customer shall have the right to sell the purchased goods in the normal course of business, but not to pledge them or to assign them by the way of security. The pledging or assignment by way of security by the Customer is not allowed. Already on concluding this contract, i.e. in advance, the Customer assigns to us all receivables or rights accruing to him from the sale or for other legal reasons. At our permissible request expressed at any time, the Customer shall inform the third-party debtors of the assignment, and provide us with the necessary information and supply us with the documents for us to assert the rights to which we are entitled vis-à-vis the third-party debtors. We authorize the Customer to collect the receivables assigned to us on our behalf as long as we do not revoke this authorization. The Customer shall forward received amounts to us straightaway, insofar as their receivable is already due, but otherwise to keep such amounts safely for us.
- The Customer shall grant us the right to enter the business premises and storerooms or the rooms where the goods under reservation of title are to be found and to remove the goods under reservation of title from there in as far as the necessary preconditions have been met. The Customer hereby waives any right to raise an objection to the removal of the goods.
- We undertake to release our securities at the Customer's request in as far as the realized value of our securities exceed the claims to be secured by more than 20 %. The choice of the securities to be released shall lie with us.

6. Claims due to defects

- Objections and notifications of obvious faults are to be submitted immediately, but at the latest on the day after accepting the delivery item; otherwise the item is deemed to have been supplied and accepted as complying with the contract.
- In the case of any defect we shall, at our choice, first remedy the defect (improvement) or deliver an item that is free of defects (substitute consignment). In order for us to proceed with all repairs or replacements which appear to be necessary at our discretion, the Customer shall notify us and allow sufficient time and opportunity to proceed accordingly; otherwise we shall be released from liability for defect. Only in urgent cases in which operational safety is compromised, in which case we must be informed immediately, or if we are in default with regard to elimination of the defect, shall the Customer have the right to proceed with repair or replacement directly or through a third party and to demand appropriate reimbursement of his costs from us.
- With regard to parts not produced by us and third-party services, our warranty is restricted to assignment of our claims on our suppliers for corresponding faults.
- The warranty period amounts to twelve months from delivery of the goods. This does not apply if the sold item can be and has been used for a building structure and has caused a fault in the building structure. Claims under the Product Liability Law and in the case of wilful intent or malicious conduct by the Seller shall be covered by the statutory periods. We do not assume any warranty for used items.
- If the Customer has proceeded incorrectly with repair work himself or through a third party without our permission, our liability shall become null and void.
- If subsequent performance fails, the Customer shall have the option of demanding a reduction in the remuneration or withdrawing from the contract. However, the Customer shall not have any right to withdraw from the contract in the case of only minor defects or minor deviations in quality. If the Customer elects to rescind the contract due to defects of title or material defects and after an attempt of rectification has failed, the Customer shall have no claim to damages due to the defect. If the Customer elects to claim damages after an attempt at rectification has failed, the goods shall remain with the Customer if the Customer can be reasonable expected to accept this. The damages shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if we have fraudulently concealed the breach of contract.
- The Customer shall be given no guarantees in a legal sense. This shall not affect manufacturer's guarantees.

7. Limitation of liability

- In the case of breaches of duty due to slight negligence our liability shall be limited to the typical, foreseeable, direct average loss, depending on the nature of the goods or services. This shall also apply in the case of breach of duty to slight negligence on the part of our legal representatives, executive staff or vicarious agents. We shall not be liable in the case of breach of minor contractual obligations due to slight negligence.
- The limitation of liability set out above shall not apply to losses attributable to us due to injury to life, physical injury or injury to health or for any claims which the Customer may have under the Product Liability Act (Produkthaftungsgesetz).
- The Customer's claims for damages due to a default shall become statute barred one year after the goods have been delivered or the service provided. This shall not apply if we can be accused of a serious fault nor in the case of physical injury or injury to health that is attributable to us nor if the Customer should suffer loss of life. The rule regarding the limitation period shall also apply to the personal liability of our employees, representatives and vicarious agents.

8. Right of withdrawal

In the case of unforeseen circumstances that considerably change the economic significance or the content of the performance or considerably affect Preuss's operations and in the case of impossibility of performance that subsequently becomes evident, the contract shall be amended appropriately. If this is not economically justifiable, Preuss shall have the right to withdraw from the contract in part or in full. The Customer shall not have any claims to damages in the event of such a withdrawal. If Preuss intends to make use of the right of withdrawal, he shall inform the Customer immediately on becoming aware of the implications of the event, even if an extension of the delivery date had initially been agreed with the Customer.

9. Customer's obligations in the event of hire transactions

- The Customer shall treat the hired objects with all due care and attention and report any damage immediately.
- The Customer is obliged to insure the hired objects against all risks, at his own costs.
- The Customer is obliged to compensate for all damage culpably caused to the hired objects by himself, his employees, other workers or third parties. If the Customer denies any fault, it is up to the Customer to provide corresponding proof. The compensation must cover the replacement value amounting to the new value. The agreed hire fee shall be paid to us until receipt of the compensation. The Customer's liability refers to damage and losses during the installation period and within the exhibition period through to dismantling of the hired item.
- Return delivery of the hired object is deemed to be completed when the item has arrived in good condition at the works in Holm or at another agreed place of return delivery.
- On exceeding the agreed hire period, Preuss is entitled to demand payment of the hire fee as compensation for use until recovery of the hired object, regardless of any other compensation claims.
- Our prior written consent is required for any sub-hiring or other provision to third parties for use. If our consent has been obtained, the Customer assigns to us his hire receivables on the sub-hirer as collateral for our receivables.

10. Rights of protection, usage and exploitation

- Any plans, drafts, drawings, production and assembly documents, concept descriptions and descriptions of exhibition and event concepts etc. are and remain the intellectual property of Preuss with all rights. When these are handed over to the Customer, they are entrusted to him pursuant to Section 18 UWG (German Law on Unfair Competition). Any transfer of usage and exploitation rights going over and beyond those necessary to fulfill the contract require explicit written agreement, regardless of whether special protection rights exist or not.
- Insofar as the usage and exploitation rights to an exhibition booth respectively exhibition or event concept are held by Preuss and not by the Customer, in both purchase and hire transactions the Customer is only entitled to one-time usage, unless agreed otherwise.
- The Customer undertakes to refrain from any other kind of usage in all forms, regardless of whether special protection rights (e.g. copyrights) exist or not, insofar as this is not necessary for fulfillment of the contract; this refers particularly to duplication and distribution, disclosure to third parties or to indirect or direct reproduction including the essential design features and properties that constitute the recognition value of the exhibition booth or concept.
- In the event of an infringement, the Customer is obliged to pay Preuss at least additional remuneration of the planning, draft or concept services, calculated in the amount stipulated by the HOAI regulations (German Fee Scales for Architects and Engineers). In case of unlawful reproduction, the Customer is obliged to pay additional remuneration amounting to the hire price otherwise obtainable by Preuss including the designer and/or architect fees pursuant to HOAI.
- Preuss is entitled to use pictures of completed work for his own advertising purposes.

11. Dispute resolution for consumers

The European Commission has set up an Internet platform for online dispute resolution. The platform serves as a first port of call for the out-of-court settlement of disputes relating to contractual obligations arising from purchase and service agreements concluded online. You can access the platform using the following link: <http://ec.europa.eu/consumers/odr>
PREUSS MESSE Baugesellschaft mbH does not take part in consumer dispute resolution proceedings pursuant to the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz).

12. Protection from acquisition activities

All documents made available to the Customer during the acquisition phase remain the property of Preuss. Any exploitation, duplication and/or disclosure to third parties without obtaining prior written permission from Preuss is not permitted. The documents are handed over as original documents pursuant to Section 18 UWG on condition that they are kept secret. This also applies if copyrights or other rights do not cover the documents, including in particular text, design or concept proposals. The provision made in Clause 10 d applies accordingly.

13. Final Provisions

- The laws of Germany shall apply; international purchase laws shall not apply. This shall, in particular, refer to the UN Convention on the International Sale of Goods.
- The place of fulfillment for all claims is our place of business.
- In case the Customer is a merchant, a legal entity under public law or a special public fund, the place of jurisdiction shall be the place where we have our principal place of business. However we shall have the right to bring an action against the Customer in the place where the Customer has his place of residence. The same shall apply if the Customer has no general place of jurisdiction in Germany or if his place of residence or place of usual abode is unknown at the time when the action is brought.