

## General Terms and Conditions of Business

### 1. General

- a) All of our orders and services, including corresponding offers, shall be subject to these general terms and conditions of business. Amendments, as well as deviating terms and conditions of the Customer, shall only become part of the contract if we expressly agree to such; the same shall apply to the exclusion of these general terms and conditions of business.
- b) The general terms and conditions of business also apply to all future orders, services and offers, even if they are not separately agreed again.
- c) The general terms and conditions of business shall apply exclusively in relation to customers who are entrepreneurs as defined in § 14 of the German Civil Code (BGB), a legal person under public law, or special funds under public law ( § 310 BGB).
- d) Also if these general terms and conditions are made available in English, the German version shall be solely decisive.

### 2. Prices (remuneration, costs, expenses, fees), terms of payment

- a) All stated prices shall be net prices, to which value added tax must be added, unless otherwise agreed. We do not grant any discounts.
- b) Should no advance payment and no other payment agreement have been concluded, the total amount shall be due for payment
  - to the amount of 50% of the sum of the order on issuing of the engagement,
  - to the amount of 30% of the sum of the order on commencement of the event/trade fair and
  - to the amount of the remaining 20% of the sum of the order 14 days after full provision of the service.
- c) Any travel costs and expenses incurred by us must also be paid by the Customer, provided that these are reasonable and unless an agreement to the contrary has been concluded in an individual case. Subject to a deviating agreement, the travel costs and expenses shall be charged in accordance with the actual expenditure and in addition in accordance with the provisions of the respectively applicable provisions of the German Travel Expenses Act (Bundesreisekostengesetz - BRKG).
- d) In case of the engagement of artists, the artist social security contributions in accordance with the rates set by the artists' social security fund may also be due in addition to the stated prices, which must also be paid by the Customer.
- e) Any GEMA fees incurred within the framework of the performance of the service, as well as any energy, water and waste disposal costs incurred in the course of an event/trade fair, must be borne by the Customer.
- f) The Customer shall also bear all further and necessary expenses connected to an event/trade fair, unless these are to be borne by us in accordance with the agreed scope of service and/or unless a deviating agreement is concluded in respect of these.
- g) Should we engage services from third parties as a representative of the Customer, the above mentioned provisions shall apply accordingly in our relationship to the Customer, unless otherwise agreed in individual cases.

- h) Services which are connected to the performance of our order but which are not provided by us, rather which are to be provided by a third party, shall be remunerated by the Customer. This shall also apply in cases where we do not engage third party services, rather we have the respective services carried out by our own employees, to which we are entitled at any time. Should no special remuneration be agreed for the said services, the Customer shall pay a reasonable and customary remuneration for the said services.
- i) Should the Customer enter default in full or in part concerning its payment obligation, then subject to further and additional statutory rights, we can rescind the contract or refuse the continued performance of the agreement until full payment has been made by the Customer. Should the delay caused as a result have an effect on our service provision, the Customer shall be responsible for such, and the Customer shall, in particular, not be enabled to assert defect of damages claims in relation to us for such reasons.
- j) We shall issue a correct invoice to the Customer in respect of all payments.

### **3. Property rights and rights of use, publication rights**

- a) All ideas, presentations, sketches, concepts, calculations, plans, works and layouts, etc produced by us are our intellectual property, in respect of which we reserve all rights. These may only be used, amended, processed, used and duplicated to the contractually agreed extent and/or on the basis of a special agreement. The forwarding on to third parties for consideration or free-of-charge is also prohibited.
- b) We shall retain the right to execute and implement our concepts, plans and ideas. The execution and implementation by the Customer is not permitted. Should no order come into existence in an individual case, the Customer shall be prohibited from using, in full or in part, the concepts, plans and ideas of which it became aware within the framework of the co-operation. The same shall apply in respect of layouts, texts or other drafts or documents.
- c) We shall be entitled to record the contractual service and its implementation on picture, film and sound media and to distribute or publish this for our own advertising or for editorial purposes, without limitation in respect of the geographical, factual and time related area of applicability. In particular, we shall be entitled to report the contractual service and its implementation in social networks such as Facebook or Twitter.
- d) The Contracting Parties hereby mutually authorise each other to issue press releases concerning the contractual service and the event/trade fair, in which the respective other Contracting Party is referred to by name. On our request, we shall be named as the copyright holder and performing agency in publications of the Customer.

### **4. Performance and organisation of the event/trade fair**

- a) The basis of each contractually agreed event/trade fair is a concept accepted by the Customer, a service description agreed with the Customer, a cost plan which is co-ordinated with the Customer and an effective engagement in the form of a contract.
- b) The performance and arrangement of an event/trade fair shall take place on this basis. Any significant changes which become necessary shall always be agreed by us with the Customer. Otherwise, we shall be free in the performance and arrangement of the event/trade fair, in particular in respect of the programme sequence. We are not subject to any artistic instructions.
- c) The Customer shall be responsible for ensuring that the trade fair and events rooms and areas are accessible to our employees and representatives, as well as any involved third parties, on the days of

assembly and disassembly, as well as on the days of the event. In particular, the Customer shall ensure that the assembly and disassembly of trade fair stands and stage constructions and the installation of lighting and acoustic equipment is possible and that stage rehearsals can be carried out.

- d) The conclusion of all necessary and proportional contracts for the performance of the event/trade fair and the contractual services shall be carried out by us in the name of and on behalf of the Customer in accordance with the contractual agreements which we have concluded with the Customer. By means of the above, we are expressly authorised by the Customer to conclude all contracts which are necessary and proportional for the performance and fulfilment of the contract in the name of the Customer. In relation to suppliers which are engaged by the Customer in respect of services for the event/trade fair, we shall be entitled to issue instructions in the interest of and on behalf of the Customer.
- e) In order to guarantee an efficient performance of the order, the Customer shall, as a rule, not be permitted to directly contract the respective contracting partners and service providers in respect of the agreements named in section d) sentence 1. However, we hereby guarantee to the Customer that we will facilitate direct contact in justified cases.
- f) Should the performance of the event/trade fair be hindered in full or in part for reasons for which the Customer is responsible, we shall retain our entitlement to the agreed remuneration. However, we shall set off the remuneration which we save as a result of release from the service and which we acquire by means of the use of our manpower elsewhere or maliciously fail to attain due to omission. The same shall apply should the performance of the event/trade fair be hindered for reasons for which neither Contracting Partner is responsible, for example force majeure or unforeseen circumstances (fire, strike, blockades etc). The Customer shall bear the weather risk in case of open air events.
- g) All objects which must be transported for the carrying out of the event/trade fair shall always be transported at the expense and risk of the Customer. The above shall also apply if we ourselves carry out the transportation with our own employees.

## **5. Insurance obligation of the Customer**

For the full duration of the contractual relationship, in particular for the performance of an event/trade fair, the Customer shall be obliged to conclude and maintain a sufficient liability insurance policy with a reasonable sum insured, as a rule at least 5 million euros for personal injury and damage to property and to provide proof to us on request.

## **6. Guarantee and liability**

- a) Our guarantee for the contractually agreed service shall be in accordance with the statutory provision, unless the following cases below apply in a deviating manner.
- b) The Customer shall bear the risk of safety during the performance of the event/trade fair and therefore also for the security of our equipment.
- c) We shall not incur any liability for losses which are caused by visitors to the event/trade fair. Furthermore, we shall not incur liability for claims of visitors to the event/trade fair.
- d) In addition, we shall not incur liability in respect of the economic success of the event/trade fair or the realisation of a specific concept of the Customer.
- e) Our liability shall also be excluded if we carry out measures in accordance with the instructions of the Customer despite the expressing of concerns and the said measures lead to disruptions to services or

third party claims. In the latter case, the Customer shall release us from third party claims which are brought against us as a result.

- f) We shall not incur liability in respect of the performance and willingness of the service, as well as for service defects of third parties. We shall also not be responsible for the timeliness of the service by third parties or for other service disruptions which can arise within the framework of the contractual service to the said third parties.
- g) Should we conclude agreements with third parties on behalf of the Customer within the framework of fulfilment of the contract, our service shall be limited to the selection of the respective contracting partner and the conclusion of the contract concerned, taking into account the limits agreed with the Customer. In particular, we shall not be obliged to monitor the performance of such contracts themselves. In the relationship between us and the Customer, such third parties engaged by us shall not be our vicarious agents.
- h) Otherwise, our liability to pay damages, regardless of legal reason and in particular due to impossibility, delay, breach of contract, violation of obligations during contractual negotiations and unauthorised acts shall be limited in accordance with the following provisions, should blame be present:
  - (a) We shall only be liable to pay damages in case of gross negligence and intent on the part of us or our vicarious agents. In deviation from above, we shall incur liability for injury to life, body or health or the breach of a significant contractual obligation, regardless of the form of negligence. Significant contractual obligations are those which are necessary for the fulfilment of the contract and on which the Customer may rely.
  - (b) Should we be liable for the payment of damages in accordance with the provisions above, the said liability shall be limited to losses which were foreseeable at the time of conclusion of the contract as a possible consequence of breach of the agreement or which we should have anticipated in the application of customary care, taking into account the circumstances which were known to us or which should have been known to us. Indirect losses and consequential losses shall only incur liability to pay damages if such losses are to be typically expected in case of proper performance of the contract.
  - (c) In case of liability for simple negligence, our obligation to pay damages for property damage or personal injury shall be limited to an amount in accordance with the current sum insured of our liability insurance policy, even if this concerns a breach of a significant contractual obligation.

## **7. Other**

- a) Both Parties shall be obliged to maintain confidentiality within the framework of the co-operation.
- b) Should any individual provisions of the contract or these general terms and conditions of business be or become ineffective, this shall not affect the effectiveness of the remainder of the contract of these general terms and conditions of business. The Contracting Parties shall replace the ineffective provision with an effective clause which corresponds to the economic sense and purpose of the contract.
- c) The exclusive place of jurisdiction for all disputes connected to the contractual relationship shall be our place of business, provided that the Customer is a merchant.
- d) The contract concluded between us and the Customer shall be subject to the law of the Federal Republic of Germany.