

# General terms and conditions

Beckmann Fair Partner GmbH, Erftstadt

## I. Basis of the contract

1. All orders placed with **Beckmann Fair Partner GmbH** ("Contractor") are based on these General Terms and Conditions ("Terms and Conditions") even if the Contractor does not confirm these every time with subsequent orders. Orders are only accepted on these terms. Any terms and conditions of the customer that deviate from these terms and conditions in whole or in part will not be recognized unless these have been expressly approved in writing. These general terms and conditions also apply exclusively if the contractor carries out the processing to the customer without reservation, knowing that the terms and conditions of the customer contradict or deviate from these general terms and conditions.
2. Deviations from these terms and conditions require a written agreement. The contract is concluded on the basis of these delivery terms and our written offers or order confirmations.

## II. Contract content

1. The content of the contractually owed service results from the accepted written offers or our order confirmations.

## III. Offer and design documents

1. If offers are prepared according to the information provided by the client and / or the documents and information provided by the respective exhibition management, the contractor is not contractually obliged to review them. If he nevertheless recognizes the inaccuracy or incompleteness of the information and / or documents received, he will report this immediately.
2. Offers, plans, drafts, drawings, manufacturing and assembly documents as well as descriptions of concepts remain the property of the contractor with all rights, unless expressly agreed otherwise in writing, even if they have been handed over to the client. In this respect, they are entrusted to the client in the sense of § 18 UWG. Before being passed on to third parties, the client requires the express written consent of the contractor. On request, they can be returned to the contractor free of charge. § 14 applies to the scope of permitted use of contractual services.

## IV. Conclusion of contract and power of attorney

1. The contract is concluded with the written order confirmation of the Contractor or the beginning of the execution of the order.

## V. Prices

1. Offer validity and no longer than 1 month from the date of offer, unless otherwise stated. In addition, all offers are subject to change.
2. The statutory VAT is not included in the price. It shall be shown separately in the invoice in accordance with the law. All prices are ex works, place of production, warehouse or logistics warehouse and include packaging, freight, postage, insurance, etc. not one.
3. Unless otherwise indicated, the agreed prices shall apply for a period of 3 months from the date of the submission of the offer. At the end of this 3rd month the Contractor is entitled to pass on any unforeseeable price adjustments of the manufacturers, suppliers and trade fair organizers or wage adjustments that become valid after the expiry of the aforementioned 3 months to the Client. The client can withdraw from the contract if the price is more than 10% above the price at the conclusion of the contract. In this case, the

Contractor shall be entitled to compensation for the services rendered up to that time, whereby the services rendered also include third-party claims which the Contractor has commissioned in reliance on the execution of the contract. Further claims are excluded on both sides.

4. If the commencement, progress or completion of the work is delayed for reasons for which the Contractor is not responsible, the Contractor shall be entitled to charge separately the additional expenses incurred as a result against proof of expenses. The applicable rates for working hours (including travel and loading times), motor vehicles, material prices and other prices of the Contractor or a third party required to carry out the order to the extent necessary are then applicable to the Contractor on the day of execution.
5. Services not included in the offer, which are carried out at the request of the customer or additional expenses, which due to incorrect information of the customer, the exhibition organizer, due to unaccountable transport delays, insufficient soil quality, omitted attention or. Notification of regulations of the organizer by the client, non-scheduled or professional advance services of third parties, insofar as they are not vicarious agents of the contractor, shall be additionally remunerated by the client.
6. Services performed for the Client at the Client's request or in the Client's apparent interest in a proper contractual performance, in particular in the context of the planning and/or execution of his participation in the exhibition, shall be additionally remunerated by the Client according to the expenditure of time. For this purpose, if applicable, the Contractor shall be entitled to pay a commission i. e. H. V. 15% to be calculated. The Contractor is entitled to award such services to third parties on behalf of the Client. These include, for example, the establishment of supply lines (e. g. e. g. electricity, water) by the organizer or his vicarious agents.

## VI. Delivery time and assembly

1. It is used for the start of the execution. the completion does not agree on an explicit fixed delivery date, the said delivery date shall only apply approximately.
2. With changes or conversions of the designs or plans requested or carried out by the client after conclusion of the contract, also fixed delivery dates, in particular also fixed delivery dates, lose their validity. The same applies to hindrances for which the Contractor is not responsible, in particular to the inappropriate provision of documents and materials of the Client. Changes in the set-up times on the part of the organizers that cannot be compensated by the contractor also prolong delivery and/or set-up times. If the Contractor succeeds in compensating for postponements of set-up times in the interests of the Client only by means of additional staff and/or cost expenditure, the Contractor may demand this expenditure separately remunerated.
3. If the contractor or its subcontractors or subcontractors The delivery/completion period shall be extended accordingly to disturbances in business operations for which subcontractors are not responsible, in particular cases of force majeure, strike and lock-out, which are based on an unforeseeable and unforeseeable event and lead to serious operational disruptions. If performance of the contract becomes impossible due to the aforementioned disruptions, both parties are entitled to withdraw from the contract. In this case, the Contractor shall be entitled to compensation for the services rendered up to that time, whereby the services rendered also include third-party claims which the Contractor has commissioned in reliance on the execution of the contract. Further claims for damages are excluded on both sides, provided that the faults are not the responsibility of the client.
4. If the client provides or books the exhibition and/or event rooms, the locations will be made available to the contractor's employees and representatives on the assembly, dismantling and dismantling of exhibition stands and stage constructions, installation of lighting and sound systems, as well as for stage rehearsals, and all specifications and restrictions of the organiser will be passed on to the contractor in good time and comprehensively.

## VII. Freight and packaging / Transfer of risk

1. The products of the Contractor shall always travel at the expense and risk of the Client, unless otherwise agreed in writing. Any packaging desired and/or deemed necessary by the Contractor as required shall be additionally remunerated by the Client.
2. Parts of the customer that are to be used in the production or assembly must be free of charge at the agreed date. Assembling point to be delivered. The return of such parts shall take place free of charge ex works or place of use at the risk of the customer.
3. Unless otherwise agreed, any risk shall pass to the Client if the goods leave the Contractor's premises or are made available to the Client. This also applies in cases where freight-free delivery has been agreed.
4. If the goods ready for shipment cannot be delivered for reasons for which the customer is responsible, the risk shall pass to the customer on the day of readiness for dispatch. The services of the Contractor shall be deemed to be fulfilled after notification of readiness for dispatch to the Client.
5. If exhibits of the client are to be (co-) transported, the above regulations apply accordingly.

## VIII. Acceptance / Handover

1. Acceptance and/or approval are not required. Handover takes place regularly formally and immediately after completion. The client undertakes to participate in the acceptance date itself or to be represented by a duly authorised representative. In this respect, it is expressly acknowledged that in special cases, even an acceptance date one hour before the start of the trade fair is not inappropriate. The date of acceptance shall be determined by the contractor in accordance with the completion plan and communicated to the client. Waiting times incurred by the Contractor for which the Client or his vicarious agents are responsible, e. g. For example, in the case of a late arrival of the client, the client shall be additionally remunerated.
2. Possibly still outstanding minor partial services or the removal of defects will be made up as soon as possible or fixed. Insofar as they do not materially impair the function of the subject matter of the contract, they do not entitle the customer to refuse acceptance. Withholding of payments is only permitted on a pro rata basis.
3. If the customer has used the service or part of the service without prior formal acceptance, acceptance shall be deemed to have taken place with the act of use.
4. If the services of the Contractor have been leased to the Client, a formal handover of the rented objects shall take place immediately after the end of the fair at the request of the Contractor.

## IX. Guarantee

1. The warranty is governed by the provisions on the contract of work of the Civil Code, and in the case of lease assignments, by the lease agreement regulations.
2. As a guarantee, the client may initially only demand supplementary performance in the form of rectification. The manner of appropriate repair shall be at the discretion of the Contractor. The substitute delivery is open to the contractor at any time. Further claims, in particular claims for reduction or withdrawal from the contract, can be asserted by the client if two attempts at improvement have failed due to the same defect.
3. The warranty does not extend to defects caused by natural wear and tear, moisture, severe heating or improper treatment or improper storage. In the same way, the warranty does not extend to insignificant deviations in the form, dimensions, colour and quality of the material, insofar as the suitability for use is not omitted in other respects.
4. The client is obliged to examine the contractual services immediately for recognizable defects and to notify the contractor of defects without delay in writing and to give him the opportunity to make the corresponding findings.
5. If the complaint is made late or if reservations have not been made on acceptance due to known or recognizable defects upon proper examination, the warranty claims shall lapse completely.
6. The warranty claims shall also lapse if the client makes changes himself or makes it more difficult for the contractor to identify and

rectify the defects or makes it impossible. This is regularly the case in the case of a complaint of defects after the end of the trade fair for defects that have occurred or become known during the trade fair.

## X. Liability

1. Claims for defects and damages arising from the procurement of supplies and services by third parties on behalf of the client are excluded, unless the contractor has violated his duty of care in the selection of third-party companies.
2. The Contractor shall not be liable for the exhibitor's goods, unless storage has been expressly agreed in writing. In this case, the Contractor shall only be liable in the amount of the insurance benefits insofar as he is not responsible for intent or gross negligence.
3. If only planning and drafts are the subject of the contract, the contractor shall only be responsible for ensuring that he himself is able to carry out the planning or design work. To realize designs accordingly. Further claims are excluded.
4. No free advice, information or other gratuitous services may be made the subject of business decisions or dispositions. However, no liability shall be assumed for any use which has been made.
5. Claims for compensation for damages of any kind, including damages not incurred on the delivery item itself, for example due to delay or breach of duty, are excluded, insofar as the damage was not caused by intentional or gross negligence or the culpable violation of a contractual obligation. In the latter case, a compensation obligation is limited to the extent foreseeable at the time of conclusion of the contract typical damage. Compensation for purely financial loss in the form of loss of profit is excluded. The limitation of liability shall apply to the same extent to the Contractor's vicarious agents and vicarious agents. Claims for damages arising from injury to life, limb and health as well as claims under the Product Liability Act are legally unlimited.
6. The Client shall be liable to the Contractor for all items provided to him on loan and rent, including the exhibition stand in total, in the amount of the restoration costs (in the case of repairable damage) or the amount of the replacement value (in case of destruction and loss).

## XI. Insurance

1. For any transport, the consignment of goods of the client is insured only on explicit, written instruction and at the expense of the client in the amount of the new procurement value. If the client fails to insure or commission the insurance, the contractor shall be released from any liability to the extent of the otherwise existing insurance benefit.
2. Transport damage must be reported to the contractor immediately. In the case of forwarding, damage must be noted immediately on the consignment note. In the case of rail transport, an official certificate of damage must be requested and sent to the contractor.
3. Unless otherwise agreed, goods taken over by the Contractor for storage by the Contractor on the basis of written confirmation shall be insured by the Contractor against fire, water damage and burglary at the expense of the Client for the duration of storage in the amount of the new procurement value.

## XII. Credit basis

1. The contractor's obligation to perform is conditional on the creditworthiness of the client. If the client has provided incorrect or incomplete information about his person or the facts that determine his creditworthiness, or has stopped his payments, or if insolvency proceedings have been opened over his assets or the opening of insolvency proceedings has been refused due to a lack of funds or his own application for the opening of such proceedings has been made, the contractor shall not be obliged to provide the services. In such cases, the Contractor may demand advance payment or otherwise appropriate security of the compensation claim. If the Customer does not comply with this request, the Contractor may terminate the contract for good reason in accordance with Section 17 of these Terms and Conditions. withdraw from the contract and claim damages. With

regard to the amount, the regulation under clause 17. 3 of these conditions applies.

### **XIII. Reservation of ownership**

1. All delivery items remain the property of the Contractor until all liabilities arising from the contractual relationship between the parties have been fully discharged.
2. Without the express, written consent of the Contractor, the Customer is not entitled to resell the reserved goods or any processing or processing. Irrespective of this, the client already assigns claims from a resale of the reserved goods to the contractor. The Contractor accepts this assignment.

### **XIV. Rights of protection and use**

1. The Client shall only receive rights of use in the contractual services of the Contractor in a simple, non-transferable form and only within the scope of the assigned order and to the extent that this is necessary for the use of the contractual services for the contractually agreed purpose by the Client. Planning, drafts, drawings, production and assembly documents, concept descriptions as well as descriptions of exhibition and event concepts, etc. remain the property of the Contractor with all rights, even if they have been handed over to the Client. They are entrusted to the client in this respect iSd. § 18 UWG. A transfer of rights of use beyond those necessary for the performance of the contract and irrespective of whether special protection rights (e. g. B. Copyrights) exist or not, requires the express written agreement. The client undertakes to refrain from any other use in all forms, in particular the duplication and distribution, the passing on to third parties or the direct or indirect reproduction, insofar as this is not necessary for the fulfilment of the contract.
2. It is presumed that the client has violated the obligations under section 1 if he organises exhibitions or events that are essentially in accordance with the contractor's plans and concepts. It is then up to the client to provide the opposite proof.
3. In the event of a breach of the obligations set out in paragraph 1, the Contractor shall at least be entitled to additional remuneration for the planning, design and design services, the amount of which shall be determined on the basis of the Contractor's corresponding offer, in the absence of an offer in accordance with the provisions of the Architect's Fee Regulations ("HOAI"). Further claims for damages remain unaffected.
4. Furthermore, in the event of a breach of the obligation set out in paragraph 1 above, the Contractor shall be entitled to additional, flat-rate compensation in the amount of 80% of the rental price agreed for the offer period in the event of the rental of the performance results, in particular in the case of a replica. The client is free to prove that the damage has not occurred or has not occurred to the stated amount.
5. If materials or documents for the production of the subject matter of the contract are handed over to the Contractor by the Client, the Client shall guarantee that the manufacture and delivery of the work carried out in accordance with his documents does not violate the property rights of third parties. The contractor is not obliged to verify whether the information and documents provided by the client for the production and delivery violate the property rights of third parties. The Client undertakes to immediately indemnify the Contractor from all claims for damages by third parties that have nevertheless been asserted or threatened and to compensate the Contractor for the damages resulting from the infringement of industrial property rights.

### **XV. Settlement of payments**

1. Unless otherwise agreed, invoice amounts are due for payment immediately upon receipt of invoice. Deductions of any kind are excluded, advance payments are not remunerated.
2. Unless otherwise stipulated, the Contractor shall be entitled to issue interim invoices or to demand partial payments. Regularly, 50% of the order amount is due at the time of placing the order and 50% at the end of the project (handover). The actual additional or reduced costs incurred are offset by the final invoice in the form of a final invoice.

3. If the client does not fulfil his payment obligations or does not do so in a proper manner, he is not entitled to use the services of the contractor. In the case of the loan of the services or of the trade fair stand, the client commits himself immediately to the contractor's possession of the delivered services and materials or materials at the contractor's request. of the exhibition stand as a whole.

### **XVI. Offsetting and assignment**

1. A set-off with disputed or not legally recognized counterclaims is excluded for the client. The same applies to the assertion of retention rights.
2. The rights of the client from this contractual relationship are only transferable with the prior consent of the contractor.

### **XVII. Cancellation**

1. Cancellation or resignation. If the client cancels the contract, the contractor is entitled to 100% of the agreed remuneration for the services rendered up to that point as well as for all services rendered by third parties that can no longer be cancelled. The Contractor shall also be entitled to 100% of the agreed remuneration in respect of services not rendered, unless the Client proves that the Contractor has been spared higher expenses.
2. The right to terminate for good cause remains unaffected. The prerequisite, however, is that a written request for the removal of the important reason is made within a reasonable period of time and that the deadline has elapsed fruitlessly. An important reason is in particular if the client does not meet his payment obligations or violates the cease-and-desist obligations under these GTC.
3. In the event of termination by the Contractor for good cause or withdrawal for reasons for which the Client is responsible, the above provisions of Section 1 shall apply mutatis mutandis.

### **XVIII. Data protection**

1. It should be noted that in the context of business relations or in connection with these, personal data, whether they originate from the client himself or from third parties, are processed in the sense and permissible scope according to the Federal Data Protection Act.

### **XIX. Place of performance and place of jurisdiction**

1. The place of performance and the place of jurisdiction for all disputes arising between the parties from the contractual relationship shall be the registered office of the Contractor, Erfstadt, insofar as the Client is a registered trader, a legal entity under public law or a special fund under public law. The contractual relationship is governed by German law.

### **XX. Press releases and miscellaneous**

1. The Contracting Parties shall permit each other to issue press releases or press releases. to use orders as references. The Contractor shall be named in publications upon request as the author and implementing agency. This does not affect the intellectual property rights of third parties.
2. Both contracting parties undertake not to provide any third party with information about the agreed fee.
3. The Contractor is entitled to document the production on image and sound carriers of any kind and to distribute or publish all photo, video and film recordings, as well as other technical reproductions resulting from the contractual relationship, for self-promotion or editorial purposes, without limiting the spatial, material and temporal scope. The Contractor reserves the right to object to the use and distribution of images and sound recordings of any kind by the Customer or by third parties beyond the scope of the contract.

## **XXI. Final provisions**

1. No verbal side agreements were made. Amendments and additions to the contract, including the non-individual amendment of this written form clause, must be made in writing.
2. Should individual provisions be ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions. The invalid provision shall be replaced by an effective provision by the contracting parties which corresponds to the economic meaning and purpose of the contract.
3. The substantive and procedural law of the Federal Republic of Germany applies to the entire legal relationship between the client and the contractor, to the exclusion of conflict-of-law rules. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.
4. Erfstadt is the sole place of jurisdiction for disputes arising from this contract between the contractor and the client as a merchant, legal entity under public law or special fund under public law. This does not apply to the extent that the contested claim relates to non-property disputes that are assigned to the local courts irrespective of the value of the subject-matter of the dispute or that there is an exclusive place of jurisdiction. The Contractor reserves the right to sue at the Client's general place of jurisdiction

Beckmann Fair Partner GmbH, Erfstadt, April 2020