

General Terms of Business

Event

§ 1 General

(1) Subject to any individual agreements to the contrary, these terms apply to offers made by the agency and to supplies and services provided by it.

(2) Any reference in a form to the client's General Terms of Business is rejected.

§ 2 Contract Conclusion/Contents of Contract

(1) Agency offers marked as "Outline Costs", "Draft Costs" or "Rough Cost Calculation" are for information only.

(2) As a rule, a contract is concluded by way of the Agency's written order confirmation. Any orders placed are also considered accepted however if the Agency does not refuse them in writing within 10 working days.

§ 3 Prices

(1) Offer prices are only valid when placing a complete order for all items offered.

(2) If acceptable to the Customer, the Agency is entitled to provide partial supplies and to invoice these separately.

(3) All prices are strictly net exclusive of VAT.

(4) Unless otherwise agreed, orders placed with third parties are in the name and on behalf of the Agency. In this case it is not obliged to issue invoices for any supplies provided by third parties in its name, or to provide invoices issued by such third parties.

(5) Any supplies not included in the offer and undertaken at the Customer's request, or any additional supplies necessitated due to incorrect information supplied by the Customer, or due to transport delays through no fault of its own, or due to preparatory services being finished late or unprofessionally by third parties, unless they are the Agency's fulfilment assistants, will be charged to the Customer separately at the Agency's charging rates.

§ 4 Transport/Packaging

(1) (Supply) items always travel at the cost and at the risk of the Customer, unless otherwise agreed. Unless specifically instructed otherwise, the Agency will arrange for shipment at its own discretion without responsibility for any specific packaging or the cheapest or fastest way of transport.

(2) In respect of shipping arranged or carried out by the client the goods shipped are insured only at the client's explicit instruction and at its expense.

(3) Any damage in transit has to be notified to the Agency immediately. Any possible claims against the forwarder will be assigned to the Customer at his request.

(4) Customer items necessary for the Agency to provide its supplies have to be delivered carriage paid to its site or any site named by the Agency, by the agreed deadline. Such items are returned carriage unpaid, ex site of utilization, at the Customer's risk.

§ 5 Approval/Transfer of Risk

(1) As a rule, approval takes place on the occasion of dress rehearsals or test runs. This does not apply to planning supplies, which are deemed completed and ready for approval upon their receipt by the Customer.

(2) Any partial supplies still outstanding or defects to be remedied will be dealt with or made good as soon as possible. Unless they considerably impede the function of the contract item, these will not constitute any entitlement to refuse approval.

(3) In case the Agency's supplies cannot be put at the Customer's disposal due to reasons in the Customer's responsibility, risk is transferred to the Customer on the day of receipt of a Completion Notice by him. The Agency is then deemed to have fulfilled its scope of supplies.

§ 6 Termination

(1) If the client gives notice to cancel or cancels the contract without the agency having given it an important reason for doing so, the agency is entitled to receive payment for the services provided up to that time, and the services provided also include claims made by third parties which the agency has engaged in reliance on the contract being performed. In respect of services that have not yet been provided, 40% of the remuneration agreed for them is agreed as savings in expenditure. The agency must allow this rate to be applied to its claim for remuneration unless the agency proves that only lesser amounts of expenditure have actually been saved. Conversely, the client remains free to adduce proof that the service provider has been saved greater expenditure.

(2) The right to cancel on account of an important reason remains unaffected. The precondition for this is however that a written request has previously been made to rectify the important reason within a reasonable period and the period allowed for this has expired to no effect.

(3) In the event of cancellation on account of an important reason by the agency or withdrawal on account of reasons for which the client is responsible, the above provision of paragraph 2 applies accordingly. The client is free to prove that a lesser loss has arisen. The making of a claim by the agency in respect of further loss is not excluded.

§ 7 Warranty

(1) The Customer is obliged to check the Agency's supplies upon approval, and to immediately complain in case of defects. If despite careful checks a defect is only found subsequently, this has to be notified immediately.

(2) The Customer is only ever entitled to claim remedial work under warranty. The type and manner of appropriate remedial work is at the Agency's discretion, and it can also always decide to supply replacements at any time.

§ 8 Liability

(1) If offers are drawn up according to the information provided by the client and the documents provided by it or the respective exhibition management, the agency does not assume any liability for the correctness of these documents unless the failure to recognise the incorrectness and unsuitability of it/them is either intentional or due to gross negligence.

(2) The Agency will only be liable for delivery within the agreed deadline and of the agreed quality as long as the Customer properly fulfils his contractual duties, in particular those to pay on time.

(3) The agency's liability for losses and expenditure incurred based on simple negligence is excluded if the claims are not based on the breach of contractual duties the proper performance of which is a prerequisite for the performing of the contract and on the performance of which the client may normally rely (hereinafter termed "cardinal duties"), or unless claims due to death, bodily injury or impairment of health are involved. Claims which have their basis in the Produkthaftungsgesetz [German Product Liability Act] are likewise unaffected.

(4) If a cardinal duty is negligently breached, the service provider's liability is limited in amount to the losses and items of expenditure which are typically associated with the contract and which are foreseeable.

(5) The same extent of limited liability applies to any of the Agency's fulfilment assistants.

§ 9 Protective Rights

(1) In the absence of specific agreement to the contrary all the offers, plans, drafts, drawings, manufacturing and assembly documents, project descriptions and descriptions of exhibition and event concepts, artwork masters, working films, negatives etc. belonging to the agency and its employees, and all rights attaching to them, remain the property of the agency, including if they have been handed over to the client. They are accordingly entrusted to the client within the meaning of Section 18 of the UWG (Gesetz gegen den unlauteren Wettbewerb) [Law Against Unfair Competition].

Any transfer of utilization and realization rights requires written agreement and is only ever applicable for the specific event. Changes to concepts, drafts etc. may only be undertaken by the Agency or by persons specifically requested to do so by them.

(2) The client undertakes to refrain from making any other use of the products of services in any way, and in particular not to reproduce or distribute them or pass them on to third parties. The same applies to changes to the products of the services provided by the agency.

(3) If materials or documents are handed over by the client for producing the subject matter of the contract, the client warrants that third party industrial property rights are not infringed by the production and supplying of the works carried out in accordance with its documents. The agency is not obliged to check whether the information and documents provided by the client for the purpose of providing the service infringe third party industrial property rights. The client undertakes to immediately hold the agency harmless in respect of any third party compensation claims and to pay for the losses that accrue from the infringement of industrial property rights.

(4) The Agency is entitled to record the event and to use this recording plus background information on the project for documentations and in-house PR.

(5) If the agency so wishes, the client is obliged to refer to the agency in all its publications as follows: "gernEvent GmbH"

§ 10 Reservation of proprietary rights

(1) All services, products of services and objects supplied remain the property of the agency until all the amounts owed under the contractual relationship between the parties have been paid in full.

(2) Any transfer of use and exploitation rights takes effect only when the amounts owed under the contractual relationship between the parties have been paid in full.

§ 11 Terms of Payment

- (1) The Agency is entitled to invoice every supply immediately once it has been provided.
- (2) Unless otherwise agreed, invoiced amounts are due for payment immediately upon receipt of the invoice.
- (3) In addition, the Agency is entitled to request advance payments to cover its expenses as follows:
 - 30% of the agreed fee when placing the order
 - 30% of the agreed fee when production starts
 - 30% of the agreed fee by 14 days before the first day of the event
 - 10% of the price on receipt of the final invoice
- (4) Deductions of any kind are excluded. No interest on advance payments will be paid.
- (5) In case of late payment, the Agency, after setting a deadline on pain of refusal, is entitled to withdraw from this contract and to claim compensation due to non-fulfilment. Compensation will be calculated in accordance with provisions under item 6.3 of these Terms.

§ 12 Set-Off and Assignment

- (1) Set-off against disputed counterclaims which have not been legally established or in respect of which judgement is pending is prohibited for the client. The same applies to the claiming of rights of retention. This does not apply if the claim originates from the same contractual relationship as the one against which set-off is to be exercised.
- (2) Any Customer rights arising from this contractual relationship may only be assigned with the Agency's prior agreement.

§ 13 Data Protection

Please note that under the scope of this business relationship or in connection with it, personal data, no matter whether they originate with the Agency itself or with third parties, will be processed in accordance with the Federal Data Protection Law.

§ 14 Place of Performance and Court of Jurisdiction

- (1) Place of Performance and Court of Jurisdiction for any disputes arising between the parties from this contractual relationship is the Agency's base, as long as the Customer is a Commercially Registered Merchant, a legal entity of public law or of separate estate public law.
- (2) German law governs the contractual relationship to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law.