

§ 1 Scope of application

These General Terms and Conditions (GTCs) apply to all transactions (sales, deliveries, services) with our customers (hereinafter known as: "Customer"). Terms and conditions of the Customer that oppose or deviate from our Terms and Conditions are only recognized if we expressly agree in writing to their application. These General Terms and Conditions also apply to all future transactions with the Customer, even if they are not expressly agreed again.

§ 2 Offer and contract conclusion

(1) Insofar as nothing to the contrary arises from the offer, all offers are subject to confirmation. If offers are based on information provided by the Customer or by a third party commissioned by the Customer (e.g. agencies) and/or the documentation made available by the respective exhibition management, we assume no liability for the correctness of the information and documents received, unless their incorrectness or unsuitability has not been recognized due to intent or gross negligence.

(2) The contract is concluded upon our written order confirmation. Verbal agreements, additional orders and/or changes to the contract are only effective and only become part of the contract when confirmed in writing by both parties.

§ 3 Prices

(1) All prices are net prices excluding the statutory sales tax; all payments must include the statutory sales tax. All prices are ex place of manufacturing or shipping depot and do not include packaging, freight, postage, insurance and so on. Insofar as not expressly stated in the offer, the prices quoted in the offer do not include the rent for stand spaces and the effort and cost of the goods and services that the exhibition management or a third party commissioned by such management (e.g. transport services on the exhibition grounds, empties handling and disposal) have to avail themselves of. These expenses and costs ("Third Party Costs") must be paid for separately by the Customer, accompanied by proof of aforesaid expenses.

(2) If the beginning, progress or completion of the work commissioned is delayed for reasons that are not attributable to us (e.g. transport delays, insufficient service by the exhibition management), or if we, at the request of the Customer, do not perform the services quoted in the offer, or if, during the performance of the work commissioned, additional expenditures that are due to erroneous details provided by the Customer or a third party commissioned by said Customer (e.g. agencies), the exhibition management arise on account of transportation delays caused through no fault of our own, inadequate hall and ground conditions or late or incorrect advance performance of third parties, insofar as they are not agents of us, we are entitled to charge the Customer for the resulting extra work separately at the usual or applicable rate.

§ 4 Terms of payment

Unless otherwise agreed, sums invoiced fall due for immediate payment after receipt of the invoice. Deductions of any kind (e.g. cash discounts) are not granted. We are entitled to issue interim invoices and to demand partial payments. Unless expressly agreed otherwise, 50% of the contract price is to be paid when placing the order and 50% after acceptance/handover.

§ 5 Offsetting, retention, assignment

Any offsetting undertaken by the Customer is permissible only with counterclaims that are undisputed or legally established or recognized by us. The Customer is only entitled to exercise a lien insofar as his counterclaim is based on the same contractual relationship. The rights of the Customer under the contract are transferable only with our prior consent.

§ 6 Delivery

(1) The date of performance and delivery is the date mentioned in the order confirmation. With changes to the order after order confirmation, the performance and delivery dates mentioned in the original order confirmation become invalid and new dates must be agreed by the parties.

(2) Fulfilment of our duty of delivery further presupposes timely and proper fulfilment of any duty incumbent on the Customer. The plea of unfulfilled contract is hereby reserved. Should the Customer be in default of acceptance or should he culpably breach other duties to cooperate, we shall be entitled to demand the reimbursement of damages thus caused, including any additional expenses. Further claims are hereby reserved.

(3) If disturbances in business operations arise for which we or our suppliers and subcontractors are not responsible, in particular strikes and lockouts and cases of force majeure, which are based on an unpredictable and involuntary event, performance and delivery shall be extended accordingly. If the performance of the contract becomes impossible due to the aforementioned disturbances, both parties are entitled to withdraw from the contract. In this case, we have the right to be reimbursed for the services hitherto provided, whereby the services provided also include the performances or claims of third parties that we have engaged for the purpose and in reliance on the performance of the contract. Further claims made by the parties, especially claims for damages, are excluded.

§ 7 Freight and packaging, transfer of risk

(1) If products/delivery items are dispatched by us, this is done at the expense and risk of the Customer, unless otherwise agreed. Any packaging desired or packaging deemed necessary by us will be charged to the Customer separately. The same applies to shipping goods/exhibits of the Customer. Parts belonging to the Customer that are to be used in manufacture or assembly must be delivered at the agreed time free ex works or free ex assembly site. Unless otherwise agreed, the return of such parts is done ex works or production site, at the Customer's risk.

(2) The risk of accidental loss or accidental deterioration of the goods/items delivered is transferred to the Customer upon dispatch, but at the

latest upon leaving the factory or warehouse. This applies regardless of whether shipment is effected from the place of fulfilment or who bears the freight costs.

(3) If the products or delivery items cannot be made ready for dispatch for reasons for which the Customer is not responsible, the risk passes to the Customer on the day the goods are ready for dispatch.

§ 8 Acceptance/handover

(1) The Customer's acceptance or handover of the services we have rendered is done formally and regularly occurs immediately after completion or delivery.

(2) We will make good any pending partial performance or defects complained of upon acceptance as soon as possible. Defects or missing partial performances that affect the use and function of the service ordered to only an insignificant extent shall not entitle the Customer to refuse acceptance.

(3) If the Customer takes possession or uses the service or a part of the performance we have provided without prior formal acceptance, the performance shall be deemed accepted free of defects upon the Customer taking of possession or using it.

§ 9 Guarantee

(1) In principle, the Customer may initially only demand subsequent performance in the form of rectification within a reasonable period. We have the right to choose between rectifying the performance and providing a replacement. If the remedy fails, the Customer can withdraw from the contract or reduce the remuneration.

(2) Claims for defects do not exist with defects that affect the use and function of the service ordered to only a slight extent; the same applies to such defects brought about the Customer's premises through natural wear, humidity, intense heat or improper treatment or improper storage. Similarly, the liability for defects does not extend to minor variations in the shape, dimensions, colour and quality of the material used.

(3) The Customer is obliged to inform us immediately and to give us an opportunity to carry out the necessary investigations. If the notification of defects is delayed or if the Customer made no reservations on account of known defects upon acceptance, the liability for defects becomes void. The liability for defects also expires if the Customer himself undertakes changes to the services provided by us or makes it hard or impossible for us to detect and remedy the defects.

(4) Claims exerted by the Customer for the compensation for damages of any kind, also for damages not caused to the subject of the contract itself, e.g. due to delay or breach of duty or consequential damages, are excluded, insofar as the damage was not caused by intentional or grossly negligent action and insofar as we do not violate any essential duties ("cardinal obligations") and, by excluding such compensation claims, the fulfilment of the contract is not prevented or endangered. The limitation of liability applies to the same extent to the vicarious agents used by us. Claims for damages resulting from injury to life, body and health and claims under the Product Liability Act remain unaffected by this exclusion.

§ 10 Liability

(1) We are not liable for defective or incomplete services and supplies that we have commissioned on behalf of or at the instigation of the client from a third party, unless we have, in our selection of the third party, infringed the duty of care to a not inconsiderable extent.

(2) We are not liable for exhibits or other objects belonging to the Customer, unless this has been explicitly agreed in writing. No liability is assumed for the realization of planning and designs not done by ourselves.

(3) The Customer is liable for all the items, including tools and installation accessories, which we provided to him on a loan or rental basis to the amount of replacement costs or, in the event of loss, destruction or irreparable damage, to the amount it would cost to buy such items again new.

§ 11 Insurance

The Customer is responsible for insuring his exhibits, even if they were handed over to us for transportation. On request, the Customer has to prove to us that he has taken out adequate insurance cover for his exhibits. We assume no liability for the cost of any damage or loss, unless these are due to intentional or grossly negligent action.

§ 12 Credit basis

The prerequisite for our liability is the Customer's creditworthiness. If the Customer has provided incorrect or incomplete information about himself or his creditworthiness or has suspended his payments, or insolvency proceedings against his assets have been opened or applied for, we are entitled to refuse performance and to demand advance payment or some other form of suitable security of the remuneration. If the Customer does not comply with this demand within a reasonable period, we are entitled to terminate the contract for cause or to withdraw from the contract and claim damages.

§ 13 Retention of title

All products/delivery items remain our property until the full satisfaction of all liabilities arising from the contractual relationship between the parties. Until ownership is transferred to him, the Customer is obliged to treat the products/delivery items with care. We are entitled to take back the products/delivery items if the Customer breaches the contract. Without our explicit consent, the Customer is not entitled to resell the reserved goods or undertake any treatment or processing. Regardless of that, with immediate effect, the Customer assigns to us any claims arising from any resale of the goods to the amount of remuneration agreed with us; we hereby accept the assignment.

§ 14 Industrial property rights

(1) All plans, designs and drawings, production and assembly documents remain, with all rights, our property, even if they were handed over to the Customer. Any transfer of ownership and use rights is subject to our express written agreement. Only we are entitled to make any changes to plans, drafts, etc. We are always entitled to sign our designs, plans etc. and to use them for advertising purposes.

(2) When executing orders in line with drafts, plans or drawings specified by the Customer or using materials provided by the Customer for the production of the subject of the contract, the Customer assumes the liability to ensure that the industrial property rights of third parties are not infringed by the manufacture and delivery of the work performed in accordance with his documentation. We are not obliged to check whether the documentation and materials provided by the Customer infringe the industrial property rights of third parties. The Customer undertakes to indemnify us from all claims asserted by third parties for damages and to make good any damage incurred by us through a violation of industrial property rights. Further legal claims remain unaffected.

§ 15 Place of performance, choice of law, court of jurisdiction

(1) The place of performance is our place of business in Hochheim am Main.

(2) The law of the Federal Republic of Germany excluding international uniform law, in particular the CISG, apply to these General Terms and Conditions and the contractual relationship between us and the Customer.

(3) If the Customer is a merchant in terms of the Commercial Code, a legal entity under public law or a public special fund, the exclusive – also international - court of jurisdiction for all disputes arising from the contractual relationship is our place of business in Hochheim am Main. The same applies if the Customer is a businessman in terms of Section 14 of the BGB (German Civil Code). In all cases, however, we are also entitled to bring an action in accordance with an overriding individual agreement or at the general court of jurisdiction of the Customer. Overriding statutory provisions, especially regarding exclusive jurisdiction, remain unaffected.

§ 16 Final provisions

Should any provision of these conditions be or become invalid, this will have no bearing on the validity of all the remaining provisions. Invalid provisions must be replaced by those whose validity comes closest to that of the invalid provision.

Hochheim am Main, March 2016