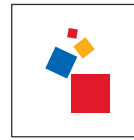


# Order and Delivery Conditions



fairconstruction

## for Stand Construction Services and Equipment of Messe Frankfurt Medien und Service GmbH - Fairconstruction

**Messe Frankfurt Medien und Service GmbH offers to deliver stand construction (hereinafter referred to as "Stand Construction Services") by way of lease. Messe Frankfurt Medien und Service GmbH furthermore offers to deliver equipment items as accessories for the exhibition booths (hereinafter referred to as "Equipment") by way of lease. Delivery of Stand Construction Services and Equipment by way of lease shall be subject to the following conditions.**

### 1. Orders

(1) Stand Construction Services and Equipment shall be ordered by submission of the fully completed order form applicable for the respective event or via the online order system of the fairconstruction configurator of Messe Frankfurt Medien und Service GmbH. In case of submission of signed order of Messe Frankfurt Medien und Service GmbH the order is placed after the offer is countersigned by the ordering party and receipt of the countersigned offer by Messe Frankfurt Medien und Service GmbH, which simultaneously constitutes the conclusion of a binding contract. In cases of an order via order forms or online via the configurator, a binding contract is concluded upon receipt of the order confirmation of Messe Frankfurt Medien und Service GmbH.

(2) Equipment can furthermore be ordered online via "Shop for Exhibitor Services" of Messe Frankfurt Medien und Service GmbH using the PIN assigned by Messe Frankfurt Medien und Service GmbH. A binding contract is concluded upon receipt of the order confirmation of Messe Frankfurt Medien und Service GmbH.

(3) The following applies for orders via mailed order forms: the order forms must have a legally binding signature of the applicant and Messe Frankfurt Medien und Service GmbH must receive a copy of the order form no later than six weeks prior to the start of the event, otherwise Messe Frankfurt Medien und Service GmbH shall not guarantee timely execution. Orders submitted by third parties (booth designers) shall be accepted and executed only if such orders bear the signature and company seal of the exhibitor or if the third party can furnish a power of attorney.

(4) For orders received after a specific date, Messe Frankfurt Medien und Service GmbH is entitled to charge a lump sum surcharge for accelerated order processing. The following applies: for orders received by Messe Frankfurt Medien und Service GmbH less than 48 hours prior to the start of the event, Messe Frankfurt Medien und Service GmbH reserves the right to charge a lump sum of 25 % of the order price in addition to the regular item price for associated additional costs. For certain products, the above lump sum is due for orders received by Messe Frankfurt Medien und Service GmbH as early as 22 calendar days prior to the start of the event. The quotation will explicitly state the lump sum surcharge on orders received less than 48 hours or fewer than 22 calendar days prior to the start of the event.

### 2. Service description

(1) Based on the order, Messe Frankfurt Medien und Service GmbH shall initiate provision of the ordered Stand Construction Services for the negotiated time period.

(2) The scope of the Stand Construction Services shall be based on the order confirmation or respectively the countersigned offer. Additional equipment may be ordered and will be charged as equipment.

The objects included in drawings and representations may differ from the order confirmation (in case of an order via order forms or online via the configurator, Shop for Exhibitor Services) or respectively from the offer; the scope of services described in the order confirmation or respectively in the offer applies exclusively.

(3) Upon request, Messe Frankfurt Medien und Service GmbH also offers customized complete stands to include design planning based on an offer signed by Messe Frankfurt Medien und Service GmbH.

(4) A scaled drawing of the stand is required to execute equipment orders; orders cannot be executed without a scaled drawing. A drawing template is included in the service folder.

(5) All objects of Stand Construction Services and Equipment shall be delivered by way of lease for the negotiated time and, as leased objects, must be handled with care by the customer and upon expiration of the negotiated lease term must be properly returned or respectively be held ready for collection, as specified by Messe Frankfurt Medien und Service GmbH.

### 3. Invoicing

(1) After receipt of the invoices such shall be due and payable on the date 30 calendar days prior to the start of the respective event. Insofar as exhibitors receive invoices less than 30 calendar days prior to the start of the respective event, these shall be due and payable immediately upon receipt. Messe Frankfurt Medien und Service GmbH is authorized to issue invoices prior to providing services.

(2) The prices listed in the respective valid price list shall be binding for both parties. Work not listed is not included in the prices specified in the price list and will be charged and invoiced separately.

(3) In the event that an order is not placed for customized complete stands, no fees or charges are incurred for the design as well as for one (1) change initiated by the customer. Each consecutive change of the design initiated by the customer shall be invoiced to the customer based on time expended pursuant to the current hourly rate of Messe Frankfurt Medien und Service GmbH, insofar as a contract for delivery of a customized complete stand is not concluded. Several offers per event may possibly be provided for exhibitors participating in multiple events.

(4) Modifications on site based on the exhibitor's change requests shall be invoiced based on time expended pursuant to the current hourly rate of Messe Frankfurt Medien und Service GmbH, plus costs for consumed material.

(5) Offsetting is permitted only with uncontested or counterclaims legally in force.

(6) Complaints for non-executed or partially executed orders/deliveries must be received by Messe Frankfurt Medien und Service GmbH no later than the first day of the fair. In the event that the service ordered is executed on the first day or subsequent days of the fair, complaints must accordingly be submitted at the latest on the day following the day of delivery. Complaints at a later time shall not be considered.

(7) A handling fee of 50 euros plus VAT will be charged for subsequent changes to the invoice as a result of changes to the invoice recipient, address changes etc This fee will be shown on the modified invoice.

### 4. Ordering party's withdrawal

The customer is authorized to withdraw from a binding order only up to 21 calendar days prior to the start of the event with written notification to Messe Frankfurt Medien und Service GmbH. Thereafter, a withdrawal is possible only if the provision of ordered services has not yet commenced. The notification from Messe Frankfurt Medien und Service GmbH to the customer, according to which the above-mentioned conditions regarding commencement of the execution of an order are not fulfilled, is binding. In these cases, Messe Frankfurt Medien und Service GmbH is specifically not obligated to prove that execution of the order has commenced at the time of receipt of the withdrawal. The withdrawal provisions provided for in this Section 4 apply accordingly to changes of services ordered.

### 5. Withdrawal in the event of an Impossibility of Performance/Orders

(1) In the event it is impossible to provide the services ordered, either party shall be entitled to withdraw from the order. If one party wishes to withdraw from the order, it must declare its withdrawal to the other party in writing immediately after becoming aware of the circumstances leading to the impossibility. Upon receipt of the notice of withdrawal, the obligation of Messe Frankfurt Medien und Service GmbH to provide the service shall expire. Payments received by Messe Frankfurt Medien und Service GmbH for services ordered up to the time of withdrawal, e.g., deposits or advance payments, shall be refunded, with Messe Frankfurt Medien und Service GmbH being entitled to offset these against claims arising from paragraph 2.

(2) In the event that Messe Frankfurt Medien und Service GmbH has already begun executing an order pertaining to individual stand construction services at the time of withdrawal, the customer shall be obliged to reimburse Messe Frankfurt Medien und Service GmbH for all costs and expenses incurred up to that point, including those for preparatory services (e.g., planning costs, pre-productions, custom-made products, etc.) upon presentation of proof within 14 calendar days from the receipt of the invoice. This shall not apply if Messe Frankfurt Medien und Service GmbH is responsible for the circumstance leading to the impossibility.

(3) If Messe Frankfurt Medien und Service charges the customer for costs and expenses in accordance with paragraph 2, the customer may demand that the work results produced up to the point of withdrawal be made available to the customer, insofar as these, depending on their processing status, can be released as requested. If the work results cannot be made available due to their processing status or if the customer does not ask for the work results to be made available, the customer shall nevertheless remain obliged to reimburse costs and expenses in accordance with paragraph 2. If the customer can demand the surrender of the work results, the customer shall be obligated to bear or assume the costs incurred for the transport or collection of the work results.

(4) It is clarified that in particular a cancellation or postponement of the event that the order is based on by the event organizer, regardless of the reason, constitutes an impossibility circumstance and entitles the Customer to withdraw in accordance with this section 5. Individual booth construction services within the meaning of this section 5 are those which have performance features specifically adapted or produced for the customer and which differ significantly from standard booth construction services.

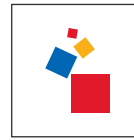
(5) The customer's right to withdraw from the contract up to 21 days before the start of the event in accordance with section 4, sentence 1 remains unaffected. Thereafter, in the event of an impossibility, the right of withdrawal shall be governed by this section 5.

### 6. Photographic images

The exhibitor declares its consent that Messe Frankfurt Medien und Service GmbH shall and will utilize photographic images or other representations of complete stands or parts thereof created by it for advertisement purposes and for reference, free of charge, unlimited, and without requiring further approval, and in the event that third parties hold rights to the complete stand or parts thereof shall ensure that such third parties grant their consent in terms of this provision.

### 7. Liability for defects

(1) The liability for defects is subject to the provisions regarding contracts for work and labor of the German Civil Code (BGB) and in the event of a lease subject to its provisions regarding lease contracts.



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(2) The ordering party is principally authorized to demand supplementary performance by way of rectification of defects. The type and manner of proper rectification of defects is at the discretion of Messe Frankfurt Medien und Service GmbH, which is authorized to provide replacement at any time. The ordering entity is authorized to assert further claims, specifically claims for reduction or withdrawal from the contract only if two attempts at rectification of defects for the same defect have failed.

(3) The liability for defects does not include defects incurred by the ordering party due to natural wear, moisture, significant heat, improper use, or improper storage. Similarly, the liability for defects does not include reasonable deviations in terms of form, dimensions, color, and condition of the material.

(4) The ordering party is obligated to immediately inform Messe Frankfurt Medien und Service GmbH of defects and to provide Messe Frankfurt Medien und Service GmbH the opportunity to come to appropriate conclusions.

(5) In the event of a delayed notice of defects or if reservations for known defects were not communicated, the warranty claims are null and void.

(6) The warranty claims shall also be null and void if the contracting entity itself executes changes or hinders or respectively prevents assessment and rectification of defects, which is usually the case in the event of a notice of defects after the end of the fair for defects that have occurred or became known during the fair.

### 8. Liability

(1) Messe Frankfurt Medien und Service GmbH is liable in case of intent or gross negligence. Messe Frankfurt Medien und Service GmbH is liable for damages caused by simple negligence insofar as negligence pertains to the violation of essential contractual obligations (cardinal obligations). Compensation claims shall be limited to damages which, at the time of the contract conclusion, are typical and foreseeable. Messe Frankfurt Medien und Service GmbH shall not be liable in this context for compensation of indirect damages/consequential damages, specifically not for lost profits. Damages arising from the violation of life, body, or health are excluded from the above exclusions of liability.

(2) Messe Frankfurt Medien und Service GmbH shall not accept a duty of care for leased items, fair goods, and stand facilities and in this regard excludes any liability for damages and loss. This exclusion of liability is also not affected by security measures provided by companies affiliated with Messe Frankfurt Medien und Service GmbH. All damages incurred must immediately be reported to the police, the insurer, and Messe Frankfurt Medien und Service GmbH.

### 9. Trademark rights and usage rights

(1) Messe Frankfurt Medien und Service GmbH shall be entitled to any and all trademark rights and usage rights to the Stand Construction Services and Equipment. An assignment of trademark rights in usage rights is excluded. The utilization right regarding objects of the Stand Construction Services and Equipment shall be nonexclusive, granted to the ordering party only for the contractual purpose, and limited to the negotiated time of lease.

(2) Messe Frankfurt Medien und Service GmbH shall be entitled to all rights regarding designs, drafts, and drawings, manufacture and assembly documents, concept descriptions, as well as descriptions of exhibit and event concepts, etc., even if such have been transferred to the ordering party. Such rights of Messe Frankfurt Medien und Service GmbH are entrusted to the ordering party in terms of Sec. 18 of the German Law against Unfair Competition (UWG). An assignment of usage rights exceeding the rights required for fulfillment of the contract and regardless of whether special protection rights exist or not (e.g. copyrights), requires express written agreement. The ordering party is obligated to refrain from any other utilization of any kind, specifically reproduction and circulation, distribution to third parties, or the direct or indirect replication, insofar as such is not required for the purpose of the contract.

(3) It is assumed that the ordering party has violated the obligations pursuant to Section 2 if the ordering party executes Standard Construction Services or Equipment or has such executed by third parties, which chiefly conform to the designs and concepts of Messe Frankfurt Medien und Service GmbH. The ordering party is solely responsible to prove otherwise.

(4) Furthermore, in the event of a violation of the obligation listed under above Section 1 and Section 2, specifically in case of a replication, Messe Frankfurt Medien und Service GmbH shall be entitled to compensation for damages in the amount of 50% of the negotiated lease rate. The contracting entity shall have the right to prove that no damages or lower or higher damages were incurred. Messe Frankfurt Medien und Service GmbH reserves the right to assert higher damages.

(5) In the event that the ordering party hands material or documents over to Messe Frankfurt Medien und Service GmbH or to third parties commissioned by it for the purpose of creating the subject of the agreement, the ordering party shall be liable for the fact that manufacture and delivery of work according to its documents does not violate third party protective rights. Messe Frankfurt Medien und Service GmbH is not obligated to verify whether information and documents handed over by the ordering party for manufacture and delivery violates third party protective rights. The ordering party is obligated to immediately indemnify Messe Frankfurt Medien und Service GmbH from all possible compensation claims from third parties and to bear the damages arising from a violation of protective rights

### 10. General Provisions

(1) Both contracting parties recognize the above order and delivery terms as parts of the agreement that are binding for both sides. General terms and conditions or contractual terms of the ordering party do not apply, even if Messe Frankfurt Medien und Service GmbH did not object to their applicability.

(2) The laws of the Federal Republic of Germany apply.

(3) Place of fulfillment for all services provided by Messe Frankfurt Medien und Service GmbH is Frankfurt am Main, Germany, place of jurisdiction is Frankfurt am Main, Germany. Messe Frankfurt Medien und Service GmbH is, however, authorized to file a suit at the ordering party's place of business or residence.

### 11. Severability clause

If individual conditions of these provisions become ineffective, the validity of the remaining conditions is not thereby affected. In place of the ineffective conditions, the contractual parties are obligated to agree upon other effective conditions that most closely correspond to the economic purpose of the ineffective conditions.

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