

## General Terms and Conditions

of Skupin Design GmbH  
(hereinafter in each case “the Contractor”)

### I. Basic Principles of the Agreement

1. All the assignments assigned to the Contractor shall be based in the following order on:
  - the offer
  - these General Terms and Conditions
  - the Contracting Rules for the Award of Public Work Contracts
  - the valid Fee Structure for Architects and Engineers.
2. Any deviation from the conditions of business shall be required in writing.

### II. Content of the Agreement

The following conditions shall be exclusively authoritative for all deliveries of goods and provision of services.

### III. The Offer/Offer and Design Documentation

1. The contractor's offers shall be without engagement and shall not compel the offer to be accepted.
2. Should the order be qualified as an offer in accordance with Sections 145 or 150 para. 2 of the German Civil Code, the contractor shall be able to accept it within four weeks.
3. The offers shall be compiled on the basis of the information provided by the Client and the documents made available by the latter and the relevant exhibition management. The Contractor shall not be liable for the accuracy of these documents, in particular those of the exhibition management.
4. Unless otherwise agreed, plans, designs, drawings, and production and assembly documents shall remain the property of the Contractor with all rights. Change to plans, designs etc. shall only be able to be made by the Contractor. These documents shall not be allowed to be reproduced or made accessible by third parties without the agreement of the Contractor. Should the contract not be awarded they must be returned to the Contractor immediately.

### IV. Conclusion of the Agreement

The Agreement shall become effective with the written confirmation of the contract by the Contractor. Assignments awarded shall also be regarded as having been accepted if they are not turned down within a month of the date of their proven receipt or work has begun no their completion.

### V. Prices

1. The prices listed in the offer shall only be valid for the undivided order of the object being offered.
2. Unless expressly stated in the offer, VAT shall be added to the prices quoted at the currently valid rate.

3. Should, for reasons for which the Contractor is not responsible, the beginning, continuation, or conclusion be delayed, the latter shall be entitled to bill separately any additional expenses incurred. Authoritative in such cases are the hourly labor rates on the day the work was performed (including travel and loading times), vehicle appliances, material prices and other of the Contractor's prices.
4. Services that do not form part of the Agreement and that are performed at the request of the Client, or additional expenses incurred as a result of incorrect information given by said party, the exhibition organizer, by transport delays for which the Contractor is not responsible, unsuitable ground conditions, preliminary services provided by third parties in an unprofessional manner or not on schedule, inasmuch as the latter are not auxiliary persons of the Contractor, shall be additionally billed to the Client. Section V. 3 shall apply as the calculation basis.
5. Services and procurements conducted for the Client at his request as part of the planning and staging of its participation in the exhibition and go beyond the contractually agreed full service shall be calculated separately. The Contractor shall be entitled on behalf of, and with the full authority of the Client to assign services of this nature to third party companies.

### VI. Delivery Time and Assembly

1. Should no specific period of time be agreed for the beginning and of the work the period in which the services are performed shall be one week prior to and one week after the agreed delivery date. This shall not apply inasmuch as the delivery date coincides with the beginning of a specific exhibition that has been confirmed by the Contractor. In such cases completion and handover shall occur at the latest by 3 p.m. on the day prior to the opening of the event in question. However, regardless of the handover, the Contractor shall reserve the right to still conduct minor pieces of work up until the actual opening of the event, as long as this does not represent a major hindrance to the Client putting the trade fair stand into operation.
2. With changes made by the Client following conclusion of the contract or alterations to the work firmly agreed delivery dates shall also no longer be binding.
3. Should the Contractor be prevented from punctual delivery through disruptions to operations or through force majeure at his or his sub-contractor's premises, which, it can be proved, are of considerable influence, or should he be hampered by industrial action, the delivery time shall be prolonged accordingly. Should, as a result, delivery prove to be impossible, the obligation to deliver shall no longer apply and payment of compensation be excluded. Should the Client prove that as a result of the delay subsequent fulfillment is of no interest to him, it can withdraw from the Agreement with the exclusion of further claims.

**VII. Transport and Packaging**

1. Unless otherwise agreed the Contractor's products are transported at the risk of the Client. The Contractor is at liberty to deliver free of transportation charges or to reimburse the transportation envisaged in the Agreement.
2. Parts provided by the Client, which are to be used in the production process or for assembly purposes must be delivered by the agreed date free of charge to the works or place of assembly. The return of such parts from the works or place of use is not free of charge and at the risk of the Client.

**VIII. Transfer of Risk**

1. Unless otherwise agreed, all risk shall be transferred to the Client when the goods leaves the Contractor's premises or is made available to the Client. This shall also apply to freight-paid delivery.
2. Should, for reasons for which the Client is not responsible, the goods ready for dispatch not be able to be delivered, the risk shall be transferred to the Client on the day on which notification is given that said goods are ready for dispatch. Following delivery of notification of the readiness for delivery to the Client, the Contractor's services shall be regarded as having been fulfilled.
3. The perishing during transport, for which the Contractor is not responsible, or loss at the place of assembly shall be charged to the Client.
4. Should, on account of the damage on the part of the Client, the Contractor be entitled to make a claim against third parties, this shall be assigned to the third party damage liquidation.

**IX. Acceptance / Handover**

1. With regard to the acceptance or handover of building services the regulations stipulated in Section 12 of the Contracting Rules for the Award of Public Works Contracts / B shall apply, with the provision that acceptance must take place formally and immediately following completion. The Client shall commit itself to being present at the acceptance or to be represented by a correspondingly authorized representative. It shall be expressly recognized that an acceptance time up to 6 p.m. prior to the day on which the trade fair begins or one hour before the trade fair begins is not inappropriate.
2. Should there be no staff present at the trade fair stand at the agreed time the delivery/services shall be deemed to have been fulfilled in an orderly manner upon its completion.
3. Should the Client have made use of the services or part of the services without prior formal acceptance, said use shall be deemed to have served as acceptance.
4. Any possible minor work or the repair of defects shall be conducted as quickly as possible. Withholding of

payment shall only be possible on a pro-rata basis. Should the Contractor have rented out its services to the Client then, at the request of the Contractor, formal handover of those objects rented out must take place immediately following the end of the trade fair. The Client shall be obliged to take part in the handover or be represented by a correspondingly authorized representative.

5. Should the Contractor have rented its services to the Client then, at the request of the Contractor, formal handover of those objects rented out must take place immediately following the end of the trade fair. The Client shall be obliged to take part in the handover or be represented by a correspondingly authorized representative.

**X. Claims based on Defects / Liability**

1. Should the Client acquire the subject of the Agreement as a commercial transaction within the meaning of Section 377 of the German Commercial Code (HGB), any complaints on account of incomplete or incorrect delivery or services or notification of clear defects shall be made to the Contractor in writing immediately following receipt, delivery, or completion. Should, despite careful inspection, a defect only become apparent later, notification of this shall be made immediately after knowledge has been made of it.
2. Should notification of the defects not be made, or were no reservations made about known defects at the acceptance, the right to make claims based on defects becomes extinct in accordance with Sections 634 clauses 1-3, 641 para. 3 of the German Civil Code (BGB) with regard to complaint about the defect made late or not at all. The same shall apply should the Client make changes itself or make it difficult for the Contractor to identify the defects. The possibility of forfeiture of the rights shall remain unaffected.
3. Claims made by the Client on account of a defect become barred after a period of one year in the case of work performed from acceptance and in the case of purchase from delivery.
4. Reasonable deviations in shape, size, color and nature of the material shall form part of the Agreement and shall not entitle a claim relating to defects to be made.
5. Should an exhibition stand, which the Client acquires, reveal a defect for which the Contractor is responsible, the latter shall be entitled to subsequently fulfill its duty through a choice of repairing the defect, or providing a replacement. The Contractor shall be able to refuse subsequent fulfillment in accordance with legal provisions.
6. Should the subsequent fulfillment be unsuccessful, the Client shall be able to reduce or, should building services be the subject of the defect claim, optionally withdraw from the Agreement. In the case of only a minor infringement of the Agreement, in particular only minor defects, the Client shall have no right of withdrawal.

7. Should, on account of lack of title or material defect following the unsuccessful subsequent fulfillment, the Client choose to withdraw from the Agreement, it shall not be entitled to compensation on account of the defect.
8. In the case of negligent neglect of duty the Contractor's liability shall be restricted to the foreseeable, direct damage typical of the Agreement. This shall also apply in the case of negligent neglect of duty by our legal representatives or ancillary workers. The Contractor shall not be liable in the case of the negligent infringement of minor Agreement duties.
9. The liability restrictions listed above shall not refer to claims by the Client from product liability. Furthermore the liability restrictions shall not apply in the case of damage to body and health or in the case of loss of life, for which the Contractor is responsible.
10. The Contractor shall not be liable for the carrying out of services and procurements provided by the Contractor for the Client at the latter's request as part of the planning and staging of its exhibition participation above and beyond the range of services stipulated in the Agreement and awarded by the Contractor to third party companies in accordance with clause V.5. of these conditions on behalf of the Client. This, however, shall not apply if the Client is able to prove that the Contractor failed to exercise the due care in the selection of the third-party company in question.
11. Inasmuch as the Contractor's liability can be ruled out or is limited, this shall also apply to the personal liability of its employees, staff, representatives, and ancillary workers.
12. The Contractor shall not be liable for the exhibitor's deposited property, unless deposit was confirmed in writing or came about as part of the Agreement.
13. In the case of special agreements involving the provision of advice and information the Contractor shall only be liable to the amount being paid by the Client.
14. There shall be no liability for free advice, information or other services.
15. The Contractor shall not be liable for the accuracy of the documents submitted by the Client or of those provide by the relevant exhibition management. Any reservations made by the exhibition management shall also be claimed by the Contractor.

#### **XI. Insurance**

1. Unless otherwise agreed, during transport organized or performed by the Contractor the goods shall be insured for replacement value.
2. Damage that occurs during transport shall be reported to the Contractor immediately. In the case of dispatch by a freight-forwarding company damage shall be noted immediately on the consignment note and in the case of transport by rail, official attestation issued by the railroad authorities about the damage demanded and sent to the Contractor.

3. Goods of the Client accepted for storage by the Contractor as a result of written confirmation shall be insured by the Contractor for the duration of said storage against fire, water damage, and theft.
4. Are work and production documents such as originals, drawings, negatives, etc., handed over to the Contractor to be insured against any form of danger, the Client shall organize this insurance. The Contractor shall be liable for the perishing or loss of documents of this nature only if intention or gross negligence on his part can be proven.
5. Unless otherwise agreed it shall be up to the Client to insure the trade fair and exhibition stand during the assembly and dismantling time and for the duration of the event against loss and damage of whatever nature. It is expedient that for assembly work outside the Contractor's company it include tools and assembly accessories.

#### **XII. Credit Basis**

The creditworthiness of the Client shall be a prerequisite for the Contractor's duty to render its services. Should the Client have provided incorrect or incomplete information about its person or facts influencing its creditworthiness, or stopped payments, or should a petition have been filed for insolvency or composition proceedings on its assets the Contractor shall not be obliged to render its services. In such cases the Contractor shall be entitled, prior to delivery or completion of the trade fair and exhibition stand, or the goods, to withdraw from the Agreement and to demand compensation for non-fulfillment. The Client shall be at liberty to prove that there is no damage whatever or not to the value claimed. The Contractor shall have the right to the assertion of proven higher damage.

#### **XIII. Retention of Title**

1. Should the parties have agreed on the acquisition of the delivery of goods and the provision of services, all objects forming part of said delivery shall remain the property of the Contractor until such time as all the obligations from this Agreement have been fulfilled in their entirety.
2. The Client shall only be entitled to sell the goods to which title is retained on to customers through due commercial business transactions. However, the goods cannot be pledged or used as lien. The Client shall assign its claims from the further sale of the retained goods to the Contractor as of signature of these terms. The Contractor shall accept this assignment. On request the Client shall provide the Contractor with the information about the assigned claim necessary for the seizure and inform the debtors of the assignment.
3. The Client shall perform any treatment or processing of the goods to which title is retained on behalf of the Contractor without this resulting in obligations on the part of the latter. In the case of treatment, combination, mixing or blending of the retained goods with other goods or objects not belonging to the Contractor

tor the latter shall be entitled to the resultant share of co-ownership in the new object in the ratio of the value of the retained goods to the remaining treated goods at the time of treatment, combination, mixing or blending. Should the Client acquire sole ownership of the object, the parties to the Agreement shall be agreed on the fact that the Client shall grant the Contractor co-ownership of the new object in the ratio of the value of the treated, combined, mixed or blended retained goods and shall store this free of charge for the Contractor. Should the retained goods, together with other goods, regardless of whether without or after treatment, combination, mixing or blending, be sold, the above preliminary assignment shall only be valid to the value of the retained goods sold together with the other goods.

4. In the case of enforcement measures on the part of third parties with regard to the goods for which title is retained or the previously assigned claims, the Client shall inform the Contractor in writing immediately and by handing over the documents necessary for legal intervention. Should the Client's assets deteriorate or should it experience payment difficulties, it shall be entitled to sell the goods to which title is retained. At the request of the Contractor, the Client shall be obliged to return immediately to the latter the goods delivered under title retention.
5. The Contractor undertakes, at the request of the Client, to release the collateral to which it is entitled inasmuch as the value of the collateral exceeds the claims to be collateralized by more than 20%; the choice of collateral to be released shall be the responsibility of the Contractor.

#### **XIV. Property rights, designs, drawings etc.**

1. Plans, designs, drawings, production and assembly documents and all rights shall remain in the possession of Contractor, even if they have been handed over to the Client unless, that is, the Contractor's services stipulated in the Agreement extend merely to design planning. In any case the transfer of title and usufruct shall be required in writing.
2. Amendments to plans, drawings, etc., shall only be able to be made by the Contractor, even if these documents have passed into the ownership of the Client unless the exclusive usufruct for them was transferred in writing. The Contractor shall be entitled at all times to sign is documents and use them for advertising.
3. In the case of the Client reproducing or making available to third parties the documents mentioned in clause 1 without the approval of the Contractor the latter shall be entitled to claim compensation.
4. For the completion of contracts in accordance with specifications or documents provided by the Client the latter shall guarantee that the property rights of third parties are not violated through the production and delivery of work conducted according to his documents. The Contractor shall not be obliged to check whether the information provided, or documents

handed out by the Client for production and delivery, violate the rights of third parties.

5. The Client shall be obliged to immediately release the Contractor from all possible claims for compensation on the part of third parties and to accept responsibility for all damage resulting from the violation of property rights and, inasmuch as these are demanded, to make advance payments.

#### **XV. Payment conditions**

1. With the award of the contract a deposit of 50% of the probable value of the order shall be payable, with the rest payable following completion and final accounting.
2. Inasmuch as nothing else is forthcoming from confirmation of the order the net amount due (without deductions) in each case shall be payable within eight days from the date of the invoice.
3. Deductions of any kind shall be ruled out and no interest is paid on deposits. Bills shall only be accepted following prior agreement and only on account of payment as well as subject to the possibility of discounting. Should payment be made with bills, checks or other letters of instruction, the Client shall cover the cost of the discounting and cashing. The Contractor shall not be obliged to protest bills received.
4. In the case of delayed payment following demand for payment the Contractor shall be entitled, regardless of other claims, to demand compensation for the delay. The Client shall be at liberty to prove that there is no damage whatever or not to the value claimed. The Contractor, having set a deadline under threat of rejection of the services, shall still be entitled to withdraw from the Agreement or demand compensation for non-fulfillment.

#### **XVI. Setoff, Retention and Assignment**

1. The Client shall only enjoy rights of retention if its counterclaims are legally validated, uncontested, or recognized by the Contractor. Nor shall the Client enjoy right of retention on account of contested counterclaims.
2. The rights of the Client resulting from this Agreement shall only be transferable with the prior consent of the Contractor. This shall apply in particular to for those cases in which following the planning and the completion of the design of an exhibition stand by the Contractor the agreement ends.

#### **XVII. Data Protection**

Attention is drawn to the fact that as part of the business relations or in conjunction with these, personal data, whether or not they are sourced from the Contractor itself or third parties shall be processed within the meaning of the Federal Data Protection Act.



#### **XVIII. Place of Fulfillment and Jurisdiction**

The place of fulfillment and the sole jurisdiction for all disputes between the parties arising from the Agreement shall be the domicile of the Contractor, as long as the Client is a businessman entered in the Commercial Register, a legal person under public law or special assets under public law. German law exclusively shall govern the Agreement to the exclusion of the UN Convention on contracts for the International Sale of Goods and international private law.

#### **Concluding provisions**

Should a provision in the Agreement become ineffective or null and void, the rest of the Agreement shall remain unaffected.

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