

General Terms and Conditions of Business, Siebold/Hamburg Messebau GmbH

§1 Scope of the Conditions:

1) The following General Terms and Conditions shall apply exclusively for all price quotations and deliveries provided by Siebold/Hamburg Messebau GmbH, hereinafter referred to as "the Contractor". Divergent conditions made by the business partner require written agreement of the Contractor. Otherwise contradictory clauses do not become part of the contract. Counter attestations of the client with reference to its business and/or purchasing conditions are herewith invalid.

2) These General Terms and Conditions also apply for all future business transactions between the Parties, even if this is not expressly agreed.

3) If the contractual objects cannot be supplied in the technical condition offered at the finalisation of the contract due to technical improvements made to a product by the manufacturer after finalisation of the contract, then the Contractor shall be entitled to supply the improved version of the contractual items.

4) Deviations with regard to dimension, weight and colour between the supplied goods and the printed version in the catalogue shall be reserved so long as they are minor and remain commercially acceptable.

§ 2 Finalising a Contract

1) All offers given in brochures, advertisements etc are subject to change and non-binding, this includes price quotations.

2) The Client's order is binding. The contract is finalised as soon as it is confirmed by the Contractor.

3) During the period in which the exhibition stand is assembled until it is handed over to the Client by the Contractor and during the period in which it is dismantled at the end of the exhibition until this work is completed, the Client shall transfer the right to decide who may enter the stand area to Siebold/Hamburg Messebau GmbH.

§ 3 Prices, Price Alterations

1) Prices apply from the date when the contract has been finalised for a period of 2 months. If a delivery period of longer than two months is stipulated, the Contractor reserves the right to pass on to the Client by way of price increases any subsequent increases in the cost of supplies, manufacturing, delivery, assembly etc., including costs arising due to changes in the law (e.g. an increase in the rate of value added tax). If the increase is more than 10%, then the client shall be entitled to cancel the contract.

2) All prices quoted are net prices, plus the statutory value added tax applicable in each case.

3) Unless otherwise stated when confirming the order, all prices shall be quoted ex Contractor's works. Unless otherwise agreed, prices quoted do not include additional charges such as trade fair connection costs as well as fees of all kinds, by trade fair companies, forwarding agents, handling organisations, Customs authorities.

4) Any additional deliveries and alterations, including any which arise due to a previously unknown construction situation not included in the original order, shall be charged separately.

5) Special work or alterations at the Client's request which were not included in the original order shall be charged separately. This also applies with orders for which a fixed lump-sum is charged. If work is carried out on a Saturday, Sunday or at night, the Contractor shall be entitled to a surcharge on the work prices quoted in the offer.

6) For meetings required by the Client after the order has been placed, an appropriate amount may be charged for the time involved, and also for expenditure on travel, board and lodging.

§ 4 Payment / Interest Clause:

1) Unless expressly agreed otherwise, the total amount of the order for trade fair and exhibition constructions shall be due for payment as follows after invoicing:

- 50% on placement of order,

- 30% two weeks before the beginning of the trade fair,

- 20% one week after completion of the fair.

If payment is not made properly and on time, the Contractor shall have the right to withhold the trade fair or exhibition stand until full payment has been made.

2) The Client shall not withhold payment or set off his own counterclaims. Payment dates shall be strictly adhered to. If payment is not made by the date on which it is due, interest amounting to 5 percentage points above the basis interest rate of the European Central Bank shall be charged from the date on which payment was due, while the right is reserved to claim for compensation for any further damage suffered as a result of the arrears.

3) No deductions of any kind shall be permissible. No interest shall be paid on down-payments.

4) When delivery dates are delayed at the Client's request, payment shall be made as though delivery had been made on schedule.

5) Payments shall be made to Siebold/Hamburg Messebau GmbH only.

§ 5 Delivery Dates:

1) Delivery dates or periods must be agreed in writing. The Contractor shall deliver for fixed exhibition fair dates.

2) The delivery period does not begin until after receipt of the down-payment and of any services to be provided by the Client such as the ordering of material, and not until after all paperwork including the technical and space details for the finished job have been clarified by the Client.

3) The delivery period shall apply with a reservation for unforeseen hindrances beyond the Contractor's influence, in particular in cases of force majeure, measures taken by public authorities, disruptions of transport or business or of circumstances which render production or delivery excessively difficult or impossible.

4) The Contractor is authorized to employ a subcontractor for the fulfilment of his obligations.

§ 6 Reservation of Ownership:

The goods delivered shall remain the conditional property of the Contractor until all claims arising from the business relationship with the Client have been paid in full. This conditional ownership applies both to the delivered products themselves and also to new products arising from processing the delivered products. If such reserved goods are sold by the Client, either alone or in conjunction with objects belonging to the Contractor, then the Client shall hereby assign the accounts receivable from the sale up to the value of the reserved goods with all auxiliary rights to the Contractor. The contractor accepts this assignment. The Client shall inform the Contractor without delay of all and any execution measures by third parties against the reserved goods or the accounts receivable assigned above and shall at the same time provide the documents necessary to file an objection.

§ 7 Shipment and Transfer of Risks:

Shipment and transport shall be carried out in all cases at the expense and risk of the Client. No liability shall be accepted for damage to and/or loss of goods belonging to the exhibitor during transportation.

§ 8 Warranty:

1) Complaints about outstanding defects or deficiencies in the goods and services provided shall be made in writing without delay, but at the latest within 5 days of arrival of the goods at their destination. For deliveries and services related to trade fair and exhibition objects, complaints about defects and deficiencies shall be made in writing without delay and within 24 hours at the latest of acceptance of the trade fair or exhibition stand. The aforesaid notice of defects shall be addressed in writing to Siebold/Hamburg Messebau GmbH.

2) The Contractor shall have the right to rectify defects by reworking and by delivering substitutes. The Contractor may rectify defects several times.

3) The Contractor bears the costs of reordering.

4) If the Client prevents the Contractor from reworking the defect, the Contractor shall be released from any liability.

5) If the Contractor fails to rectify the defect within an appropriate time period, the Client can either demand a reduction in payment or cancel the contract.

6) The above-mentioned warranty is subject to the proviso that all payments have been made by the Client.

7) Acceptance and work carried out shall be confirmed in writing to the Contractor or his sub-contractors. The Client shall designate a representative who is competent to sign confirmation of acceptance and work done.

8) The Contractor shall not accept a guarantee for normal wear and tear. The Client shall be liable for accidents and property damage etc., which result from improper use. Local conditions on the site the Client has rented from the trade fair organisers may result in alterations during assembly for which no liability can be accepted.

§ 9 Assembly and Acceptance of the Exhibition Stand:

Any assembly work shall be carried out by the Contractor, who shall provide labour, assembly materials and other operating resources at his own expense. With hired exhibition stands, acceptance, if agreed, shall take place at least 12 hours before the trade fair begins. If the Client fails to attend the acceptance appointment, the work shall be considered accepted and approved. Whole or partial use of the functioning exhibition stand by the Client shall be deemed as acceptance even if formal inspection and approval have not occurred.

§ 10 Warranty when hiring:

1) Complaints about incomplete or incorrect delivery as well as outstanding defects shall be made in writing without delay but at the latest on acceptance. The Client shall be aware that the hired articles have been used several times for exhibition purposes and are therefore not new.

2) The warranty obligation of Siebold/Hamburg Messebau GmbH is primarily limited to its choice of rectifying any defect or reimbursement or price reduction.

3) If the Contractor fails to complete reworking by the agreed deadline then the Client has the right to a price reduction. This applies also in cases in which the rectification is unsuccessful. Only if it can be proven that the service work despite reduction is not of interest to the Client can the Client rescind the agreement.

4) The warranty obligation shall not apply if the Client carries out maintenance work himself or allows a third party to do so. The Contractor shall not be liable for colour deviations and quality faults in graphics, unless they were provided by the Contractor. For parts not produced by the Contractor and other external services the warranty obligation shall be limited to the assignment of claims of the Contractor towards his suppliers.

§ 11 Copyright:

1) If the Client makes planning documents available to the Contractor, the Client shall guarantee that no infringement of the third party copyrights will result from work produced and delivered according to the planning documents. The Contractor is not responsible for ascertaining whether third party copyrights exist for the planning documents supplied by the Client. Should the Client face a claim by a third party for compensation for damages due to a copyright infringement resulting from the use of the documents supplied by the Client, then the Client releases the Contractor from all present and future claims.

2) If a third party, with reference to a copyright, prohibits the Contractor from producing and delivering objects for which the Client has provided documents, the Contractor is entitled, without examining the legal position, to stop work and to demand reimbursement for the expenses he has incurred from the Client.

3) Drafts, texts, designs and models produced by the Contractor are protected by copyright and remain his property with all rights attached. The ownership rights and copyrights can only be transferred with the written permission of the Contractor, in particular for copying and reconstruction.

4) If the Client infringes the aforementioned obligations, the Contractor is entitled to demand compensation for damages to a value of 50% of the amount of the order agreed upon between the parties and/or the rent agreed upon between the parties. Compensation is lower if the client proves minor liability. However, the Contractor may prove higher compensation is permissible.

§ 12 Advertising Permission:

The Contractor is entitled to use pictures and planning documents showing services provided for Clients in every form possible for advertising his company.

§ 13 Miscellaneous:

1) The Client shall obtain the required authorisation for the assembly of the exhibition stand. The Contractor cannot assume any liability unless a separate written agreement is drawn up between the parties to assume responsibility for

the authorisation procedure. In this case the Contractor shall only be liable in the case of gross negligence or wilful intent.

2) The Client is not entitled to sublet or hire out for any other use to a third party without the previous written agreement of the Contractor. In the case of such an agreement the Client is obliged to assign his claims to the Contractor against the subtenant or third party, without infringing the Client's obligation to pay. This obligation does not apply if the Client states his intention to sublet at the finalisation of the contract (e.g. with collective exhibition stands).

3) Materials supplied by the client, exhibits of all kinds, decoration material are manufactured, transported and stored by the Contractor at the risk of the Client. The Contractor cannot be held liable.

4) All contents in refrigeration units loaned to the Client must be removed on completion of the event. Products which remain in the coolers are stored at the Client's risk. No liability for loss or damages of the contents is assumed. Likewise, no liability is assumed for the contents should an operational failure of the refrigeration unit occur. When hiring refrigeration units the Client is obliged to ensure there is sufficient air supply. The units may not be altered in any way (no stickers, no paint).

5) The Client shall treat all hired objects with due care and shall report any damage without delay.

6) The Contractor or his agent is entitled to view the exhibition stand at any time to information on its existence and condition.

7) If the exhibition stand or parts thereof are stolen, seized or confiscated during the rental period, the Client shall inform the Contractor of this immediately. In the case of theft, misappropriation or damage, the Client is liable to the Contractor for the cost of replacement as well as for loss of rent for the object.

8) The Client is liable for any hidden damage, which is not noticed or not reported when the exhibition stand is returned. This also applies if the object in question has been confirmed as being returned "undamaged".

§14 Liability:

1) No claims for compensation for damages shall be made against the Contractor, irrespective of the type of infringement, including unlawful acts, unless the damage has been caused deliberately or by gross negligence.

2) Should fundamental contractual obligations be breached, the Contractor shall be responsible for any negligence, however only up to the value of the foreseeable damage. Claims for lost profits, expenses saved, third-party claims for damages and other direct or consequential losses cannot be asserted unless a particular feature is guaranteed by the Contractor with the specific purpose of safeguarding the Client against such damage or loss.

3) The limitations and exclusions of liability in subparagraphs 1 and 2 shall not apply to claims of malicious conduct on the part of the Contractor, nor shall they apply in the event of liability for a guaranteed feature, or for claims pursuant to the product liability act or for damages due to loss of life, bodily injury or illness.

4) In the event that the Client's liability should be excluded or limited, same shall also apply to office employees, skilled workers, representatives and agents of the Contractor.

§ 15 Written Form clause:

Any collateral agreements, amendments to or supplements of this contract must be in writing in order to be valid.

§16 Court of Jurisdiction and Applicable Law:

1) The law of the Federal Republic of Germany applies to this contract and all legal relations between the Client and the Contractor under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

2) The exclusive area of jurisdiction for all disputes arising from this Contract shall be Hamburg in so far as the Client is a businessman, a legal entity subject to public law or public sector fund.

§17 Partial Validity:

Should any provision of this Contract or additional agreements be or become invalid, the validity and effectiveness of the remaining provisions or agreements shall not be affected.