

## Part 1: General regulations

### 1. Scope

- 1.1 The General Contract Terms and Conditions shall apply to all business relationships between FAIRNET GmbH (**FAIRNET**) and its contractual partners (**customers**).
- 1.2 The General Contract Terms and Conditions shall apply to deliveries and services of FAIRNET, in particular to the provision of temporary constructions and equipment as well as to other event-related services (**subject matter of the contract**). These shall apply in their respective version as a framework agreement also for future contracts with the same customer, without FAIRNET having to refer to them again in each individual case; in this case, FAIRNET shall inform the customer without undue delay of any amendments to the General Contract Terms and Conditions.
- 1.3 The General Contract Terms and Conditions of FAIRNET shall apply exclusively. Deviating, contrary or supplementary General Terms and Conditions of the customer shall only become part of the Contract if, and to the extent that, FAIRNET has expressly agreed to their application. The requirement of consent shall apply in any case, for example, even if FAIRNET has rendered its services to the customer in knowledge of the customer's General Terms and Conditions.
- 1.4 Individual agreements made with the customer in individual cases (including ancillary agreements, supplements, amendments) shall always take precedence over these General Contract Terms and Conditions.

### 2. Offer, conclusion of contract

- 2.1 All offers by FAIRNET shall be subject to change and non-binding unless expressly marked as binding or they include a specific period of acceptance.
- 2.2 The customer's order of a clearly specified service for a particular event shall be deemed a binding contractual offer. Unless otherwise stated in the order, FAIRNET shall be entitled to accept this contractual offer within 14 days of its receipt.
- 2.3 FAIRNET may declare acceptance either in text form (e.g. **by order confirmation**, which may also be made in FAIRNET's online order portal) or by implication (e.g. by handover or **invoicing**).
- 2.4 Information provided by FAIRNET on the subject of its services (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data), as well as their representations (e.g. drawings, illustrations), shall only be approximate unless exact conformity has been agreed with the customer in writing. The specifications are not guaranteed characteristic features, but rather descriptions and markings of the object of performance. Usual deviations and deviations necessary under legal regulations, or which represent technical improvements, as well as the replacement of components by equivalent parts, shall be permissible insofar as they do not impair the usability.

### 3. Prices, terms of payment

- 3.1 The prices shown in the offer or price lists are net prices, except where expressly stated otherwise. The statutory VAT is added.

- 3.2 Unless otherwise agreed, the prices shall be the fee for the provision of the subject matter of the contract for the agreed period of use, including the costs for delivery and removal, as well as for any necessary assembly or dismantling, or for the other services ordered.
- 3.3 Invoice amounts shall be paid, without any deduction, within 14 (fourteen) days from the date of the invoice, but before delivery of the subject matter of the contract at the latest, unless otherwise agreed in writing. The date of receipt by FAIRNET shall be the deciding factor for the date of payment. Cheques shall only constitute payment after they have cleared.
- 3.4 Once the payment deadline stated on the invoice has expired, the customer shall be in default. During the period of default, the invoice amount shall incur interest at the respectively applicable statutory default interest rate. FAIRNET shall reserve the right to claim further damages for default of payment.
- 3.5 The customer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or recognised by FAIRNET in writing.
- 3.6 FAIRNET shall be entitled to perform or provide pending services only against advance payment or the provision of security if, after conclusion of the Contract, FAIRNET becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the customer, or as a result of which the payment of FAIRNET's outstanding or future claims by the customer under the respective contractual relationship (including under other individual orders to which the same framework agreement applies), appears to be at risk.
- 3.7 After the order has been placed, changes to the plan and to the order shall only be carried out in accordance with an order change which FAIRNET shall reserve the right to accept. The additional costs shall be borne by the customer.
- 3.8 A processing fee of EUR 25.00 plus VAT shall be due for a correction to the invoice that has been initiated by the customer. For tax reasons, a transfer to a person other than the customer shall not be possible.

#### **4. Cooperation obligations of the customer**

- 4.1 FAIRNET's compliance with its delivery and service obligations shall be subject to the customer's timely and proper cooperation. This includes the timely receipt of all documents to be provided by the customer, the timely clarification and approval of plans, compliance with the agreed terms of payment and other agreed obligations of the customer. If these conditions are not satisfied in good time or in full, the delivery period shall be extended by the duration of the delay incurred by FAIRNET.
- 4.2 The customer shall be obliged to provide FAIRNET, in good time, with the space required for the execution of the contractual services as well as the required infrastructure free of construction. The customer's space for furnishing (e.g. exhibition stand, grandstand, conference, stage) must be freely available for FAIRNET in accordance with the assembly dates. All necessary services, such as the laying of water and electricity supplies, must have been completed. The surface must be sufficiently level for the temporary structure to be erected and assembled without the need for additional floor levelling elements, taking into account the usual height adjustability of the stand supports. FAIRNET shall not bear any responsibility if, due to unsuitable floor conditions, it is not possible to lay the floor covering properly. The customer shall bear the risk for the timely provision of the surface and its suitability. Weather and temperature-related influences shall lie within the sphere of risks to be borne by the customer.

4.3 The timeliness of all declarations by the customer shall be determined by the written receipt of the declaration by FAIRNET.

## 5. Termination of contract

5.1 The service that has been ordered shall always be subject to a fee. The order for the subject matter of the contract may be cancelled by the customer without giving reasons. If the cancellation is received by FAIRNET up to six weeks before construction begins, the customer shall owe a flat-rate compensation of 25% of the order value. If the cancellation is received by FAIRNET up to four weeks before construction begins, the customer shall owe a flat-rate compensation of 50% of the order value; for up to two weeks 75% and for the period thereafter 100% of the order value. In all cases, FAIRNET may prove that a larger expense has been incurred in individual cases, and claim this. Expense within the meaning of this regulation shall also include FAIRNET's lost profits.

5.2 FAIRNET shall, however, take into account the value of any savings in expenses as well as any advantages that may accrue through alternative utilisation of the services. The customer may request a reduction in the reimbursement of the expenses if he can prove that FAIRNET has only incurred minor expenses. FAIRNET may, however, also prove and claim higher costs.

5.3 FAIRNET shall be entitled to rescind the Contract if the customer has failed to make payments due under this Contract, FAIRNET has requested that he make payment within five working days, and the payment has not been made within the grace period. Furthermore, FAIRNET shall be entitled to rescind the Contract if the customer violates an obligation, under this Contract, to have regard for the rights, legal assets and interests of FAIRNET and it is unreasonable to expect FAIRNET to continue to be held to the Contract. In the event of FAIRNET's withdrawal from the Contract, Clause 5.1 shall apply accordingly.

## 6. Handover

6.1 FAIRNET shall hand over the subject matter of the contract at the agreed time (**handover time**) or in such a timely fashion that it is available for use at the start of the event.

6.2 The agreed handover time shall not be deemed a guarantee undertaking by FAIRNET. FAIRNET shall not be liable for the impossibility or delays in the handover caused by force majeure, any delays in cooperation by the customer, or for any other events not foreseeable at the time of contract conclusion, and for which FAIRNET is not responsible.

6.3 Upon delivery, the customer shall be obliged to check the condition and completeness of the subject matter of the contract. Any deviations in quantity or quality are to be reported by the customer without delay. § 377 of the German Commercial Code (HGB) shall apply accordingly.

6.4 The customer may not refuse delivery on account of immaterial defects.

6.5 The risk of accidental loss or damage shall pass from FAIRNET to the customer upon handover of the subject matter of the contract, or where the customer is in default of acceptance. The customer's assumption of risk shall end upon the return of the subject matter of the contract to FAIRNET.

6.6 If the customer does not declare – within 2 hours of the handover of the subject matter of the contract, or if a handover has not taken place owing to the circumstances, not up to 2 hours before the official start of the event, in each case stating the specific circumstances complained of by him and the desired remedy/rectification – that the subject matter of the contract is not in accordance with the Contract, the subject matter of the contract shall be deemed to have been accepted.

## 7. Valuables

7.1 Booths and lockable furniture are not burglar-proof nor suitable for the unguarded storage of valuable items. Their locking mechanisms merely act as visual protection.

7.2 FAIRNET shall only be liable for damage and/or loss during transportation of items belonging to the customer to the extent that insured transportation forms part of the Contract.

7.3 FAIRNET shall not be liable for items left at the stand. Items left behind at the stand by the customer shall be disposed of immediately after the scheduled end of the event without compensation and at the customer's expense.

## 8. Copyright and other property rights

8.1 If materials or documents are handed over by the customer for production of the subject matter of the contract, the customer shall ensure that the production and delivery of the work carried out in accordance with his documents does not infringe the property rights of third parties. FAIRNET shall not be obliged to verify whether the information and documents provided by the customer infringe third party property rights. The customer shall undertake to indemnify FAIRNET against any claims for damages or other claims of third parties upon first request, and to pay for all damages arising from the infringement of property rights.

8.2 The design documents prepared by FAIRNET, as well as the planning, drawing, production and assembly documents and the design and concept description shall also remain the intellectual property of FAIRNET, even after payment of the contractual fee. The customer shall not be entitled to reproduce the resulting documents, to exploit them himself or to pass them on to third parties without consent by FAIRNET. He shall also not be entitled to create replicas therefrom unless otherwise agreed in writing.

8.3 If the customer breaches the obligations contained in Clause 8.2, he shall pay a contractual penalty amounting to 50% of the fee agreed between the parties for the subject matter of the contract concerned, but at least EUR 5,000.00 for each individual breach, under exclusion of the continuation connection. The contractual penalty shall be offset against any claim for damages. Other claims, in particular for injunctive relief or compensation shall remain unaffected.

## 9. Liability of FAIRNET

9.1 Unless otherwise provided for in these General Contract Terms and Conditions, including the following provisions, FAIRNET shall be liable in accordance with the statutory regulations.

9.2 FAIRNET shall only be liable for damages – irrespective of the legal grounds – in the event of intent or gross negligence. In the event of simple negligence, FAIRNET shall only be liable  
- for damages arising from injury to life, limb or health;

- for damages arising from a breach of a material contractual obligation, (an obligation whose fulfilment is a prerequisite for the proper performance of the Contract, and on the observance of which the customer regularly relies or may rely); in this case, however, FAIRNET's liability shall be limited to compensation for foreseeable, typically occurring damage.
- 9.3 The limitations of liability pursuant to Clause 9.2 shall not apply if FAIRNET has fraudulently concealed a defect, has given a guarantee or warranted a characteristic feature of the subject matter of the contract. The same shall apply to any claims under the Product Liability Act.

## Part 2: Special provisions for temporarily leased items

### 10. Warranty

The items provided to the customer for temporary use are not necessarily new goods. Traces of use shall therefore not be a defect.

### 11. Obligations of the customer

- 11.1 The customer shall assume the duty of supervision and due diligence for the items provided by FAIRNET upon handover. Unless otherwise agreed, the commissioning or use of the items shall also be deemed to be handover. The customer shall be liable for any damages caused by him or a third party to the items during this period.
- 11.2 The customer shall be obliged to handle the items with care. The items may not be pasted over, nailed or painted, or damaged in any other way. The conversion or modification of the items shall require the express consent of FAIRNET.
- 11.3 A transfer of the items to third parties shall only be permitted with the express consent of FAIRNET.
- 11.4 The customer must notify FAIRNET immediately of any loss or damage to the items or parts thereof.
- 11.5 The customer shall be obliged to return the items to FAIRNET immediately after the end of the event. If the customer leaves the items behind at the end of the event without formally returning them to FAIRNET, he shall be liable for the loss of or damage to the items.
- 11.6 FAIRNET shall be entitled to start dismantling immediately after the scheduled end of the event, unless otherwise agreed.

### 12. Liability of the customer

The customer shall be liable for loss of or damage to the items, in accordance with the statutory provisions. The customer shall be liable for any loss of or damage to the items caused by him, his employees, his agents or his exhibits or equipment. He shall pay compensation for all necessary expenses for replacement/production/repair of the items, up to a maximum of the replacement value and replacement costs at the time of handover to the customer.

## Part 3: Final provisions

### 13. Data protection

FAIRNET processes personal data of customers for the establishment, implementation and execution of the contractual relationship with FAIRNET and for market research purposes. In order to fulfil contractual obligations, FAIRNET sometimes forwards the customer's data to companies affiliated with FAIRNET and to partner companies who process the personal data on behalf of FAIRNET. If FAIRNET's customers have given their consent, FAIRNET shall also pass on the customer's data to affiliated companies and partner companies for the purpose of enabling them to offer the customer their own additional services or similar services. The customer's data shall be used within the framework of the statutory provisions, and exclusively for the specified purposes. Declarations of consent given may be revoked at any time vis-à-vis FAIRNET.

In addition, reference is made to FAIRNET's data protection information.

### 14. Text form, choice of law, place of jurisdiction, severability clause, gender clause

- 14.1 Legally relevant declarations and notifications that the customer submits to FAIRNET after contract conclusion (e.g. setting a deadline for the rectification of defects, declaration of withdrawal or reduction), shall require text form to be effective. Amendments and supplements to this Contract shall require text form to be effective. This shall also apply to any amendment or cancellation of this form clause.
- 14.2 These General Contract Terms and Conditions and all legal relationships between FAIRNET and the customer shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 14.3 If the customer is entitled to make agreements on his place of jurisdiction, in accordance with § 38 of the German Code of Civil Procedure (ZPO), the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be FAIRNET's registered office in Leipzig. FAIRNET shall, however, also be entitled to bring an action at the customer's general court of jurisdiction.
- 14.4 Where terms are used in this Contract in the masculine, this is merely for the sake of simplicity; the feminine and all other genera are implied.
- 14.5 Should individual provisions of this Contract be or become invalid or unenforceable, this shall not affect the validity of the other provisions of this Contract. The parties shall undertake to replace invalid and unenforceable provisions with new provisions that come as close as legally permissible to the economic regulatory content intended in the invalid/unenforceable regulation at the time of contract conclusion. The same shall apply if a loophole should become apparent in the Contract. In order to fill the loophole, the parties shall undertake to work towards establishing appropriate regulations in this Contract which come as close as possible to what the parties would have intended according to the meaning and purpose of the Contract, if the point had been considered by them at contract conclusion.