

General Terms and Conditions (GTC) of kohlhaas GmbH & Co. KG

§ 1 General provisions; Scope of application

1. kohlhaas GmbH & Co. KG (hereinafter referred to as the 'Contractor') operates in the field of exhibitions, trade fairs, conferences and similar events (hereinafter also jointly referred to as 'Events') and in the construction of furniture, stores and offices. The Contractor's services include, in accordance with the Client's order, the creation of related designs; production, construction and installation activities; furniture hire and delivery; and all services related to the performance of the order (hereinafter referred to as 'Contractual Services').

2. Unless expressly agreed otherwise in an individual case, the Contractor delivers the Contractual Services based exclusively on these GTCs.

3. These GTCs shall furthermore apply for all present and future business relations between the Contractor and the Client if the Client is a company or trader. A trader for the purposes of these GTCs means natural or legal persons or partnerships with legal personality who or which, when entering into a business relationship, act in the exercise of their trade, business or profession.

4. Any diverging, conflicting and/or additional general terms and conditions on the Client's side shall only form part of the contract insofar as the Contractor has expressly consented to their application. This consent is required in every case, including in cases where the Contractor performs services unconditionally while being

aware of deviating or additional GTCs of the Client.

5. Any individual agreements concluded by the Contractor and the Client in a specific case shall always take precedence over these GTCs.

§ 2 The Contractor's quotes and design documents

1. Unless the Contractor's quote provides otherwise, the quote is subject to change and is non-binding. This shall also apply if the Contractor makes available to the Client catalogues, planning documents, designs, drawings, production and assembly documents, event concepts or other documents, whether in electronic or printed form. Technical changes as well as modifications in form, colour and/or weight remain reserved within reason.

2. If quotes are generated based on details provided by the Client and/or documents made available by the exhibition management concerned, the Contractor does not assume any liability for the accuracy of these documents.

3. Unless expressly agreed otherwise in writing, catalogues, quotes, planning documents, designs, drawings, fabrication and installation documents and descriptions of event concepts within the meaning of the aforementioned § 2(1) remain without limitation the property of the Contractor, even if they have been provided to the Client by the Contractor. To this extent, they are entrusted to the Client for the purposes of section 18 of the German Act against Unfair Competition [UWG]. Modifications to the documents described in sentence 1 of §2(3) may only be carried out by the Contractor. These documents may not be copied or

made available to third parties without the Contractor's consent. Furthermore, these documents must be returned promptly to the Contractor if the order is not awarded to the Contractor.

§ 3 Conclusion of contract

Contracts between the Contractor and the Client relating to contractual services are finalised by the Contractor confirming the order in writing or by email and are governed exclusively by the scope of the order confirmed by the Contractor and these GTCs.

§ 4 The Contractor's scope of performance and obligations; Change of performance

1. The performance to be provided by the Contractor is defined by the contract concluded by the Client and the Contractor and these GTCs. Unless otherwise agreed by contract, the performance to be provided by the Contractor must be consistent with the industry standard.

2. Each Contracting Party is entitled within reason to request changes regarding the Contractual Services to the extent that this is necessary to achieve the objective of the contract. Each change request must be promptly addressed to the other Contracting Party in writing or by email; the Contracting Parties shall then strive to reach agreement about the change and about the increase or reduction in price resulting from the change.

3. If the Client requests a change, the Contractor shall examine within a reasonable period after receipt of the change request

a) whether and to what extent the change requested by the Client is practical and economically feasible and reasonable, and

b) whether and to what extent the implementation of the Client's change request requires a price adjustment (increase or reduction in price). The Contractor will then prepare a quote for the increase or reduction in price based on the initial price structure. If the Contracting Parties do not reach an agreement on the price adjustment, the Contractor is not obliged to implement the Client's change request. In all other respects, the Contractor's entitlement to payment remains unaffected by the Client's change request.

4. If the Contractor requests a change within the meaning of § 4(2), the Client undertakes to examine whether this change request is reasonable within a reasonable period after receiving it. In this case too, the Contractor will submit a quote for the increase or reduction in price resulting from their change request. The Client must promptly notify the Contractor of the result of their assessment in writing or by email.

§ 5 Delivery of the Contractual Services: Client's contacts; Use of subcontractors

1. To deliver the Contractual Services, the Client shall, at the request of the Contractor, appoint a person to serve as 'central contact', who is authorised to represent the Client. If the Client fails to fulfil this obligation, the Client risks the Contractor addressing a person on the Client's side who is not authorised to receive such communications, unless it is evident to the Contractor that such a person lacks that authority.

2. Any change in the central contact person must be notified in advance in writing or by email, together with the details of a new central contact person.

3. The Contractor is authorised to deliver the Contractual Services themselves or by using third parties as subcontractors

§ 6 Client's duties of cooperation

1. The Client undertakes to make available to the Contractor all facilities, resources and information within the Client's sphere of responsibility and control and which are necessary for the Contractor to deliver the Contractual Services during the term of the contract at the Client's own expense. This concerns in particular granting access to the location where the Contractual Services are to be performed.

2. If the Client fails to comply with these duties of cooperation, the Contractor is entitled to refuse performance and the period for delivering the services is extended by the period of the resulting delay. Any further rights of the Contractor (e.g. the right to termination) remain unaffected.

3. The Client shall be responsible for delays and/or defects in the delivery of the Contractual Services if and to the extent that these delays and/or defects are caused by information, instructions and/or obstructions within the Client's sphere of responsibility. The same shall apply if defects in the performance are caused by defects in the materials supplied by the Client.

§ 7 Pricing; Payment terms

1. Unless expressly agreed otherwise in the contract, all prices are net prices.

2. In the case of deliveries of goods, the Client shall be charged separately for transport costs and individual packaging, plus statutory VAT.

3. Unless contractually agreed otherwise, the Contractor's payment requests shall be due for payment without deductions at within seven days after receipt of the invoice. Upon expiry of the above referenced payment deadline, the Client shall be in default.

4. The Contractor is entitled to issue interim invoices and request partial payments. Unless otherwise agreed in the contract, 50% of the contract amount will be due for payment when the order is confirmed and 50% upon completion of the performance. The payment deadline referenced in § 7(3) shall apply accordingly.

§ 8 Deadlines and due dates

1. Unless expressly agreed otherwise in the contract, the deadlines and due dates stated in the Contractor's quote are non-binding.

2. The Contractor's obligation to comply with binding deadlines and due dates for the Contractual Services is conditional on the timely receipt of all documents to be supplied by the Client, the required approvals and releases on the part of the Client as well as on the compliance with the agreed payment terms and other obligations on the part of the Client. If these conditions are not met, the deadline for performance is extended accordingly; in this case, the Contractor shall not be held to be in default.

3. In the case of changes initiated by the Client after the contract is signed, any firmly agreed deadlines and due dates

shall lose their binding nature and must be adapted.

4. Any claims by the Client vis-à-vis the Contractor for default are precluded if contractually agreed deadlines and due dates are not met or the Contractual Services are not provided due to circumstances beyond the Contractor's control. This shall apply in particular in the case of force majeure and other events beyond the Contractor's control, such as business interruptions of any kind, transport delays, problems in procuring materials and energy, labour disputes, etc. In this case, the deadlines for the Contractual Services shall be reasonably extended or postponed accordingly. If performance becomes impossible due to the aforementioned disruption, both Parties will be entirely or partially entitled to withdraw from the contract.

§ 9 Delivery of goods; Transfer of risk; Default of acceptance; Partial deliveries

1. Unless otherwise agreed in the contract, all deliveries of goods by the Contractor are at the Client's expense and risk.

2. Elements provided by the Client that are to be used for the fabrication or installation must be supplied on the agreed due date to the factory or assembly site without charge. The Contractor must return these elements to the Client or site of use at the Client's risk with costs paid ex works.

3. The risk of accidental loss and accidental deterioration of the goods shall pass to the Client upon handover to the shipping company instructed by the Contractor, and at the latest when the goods leave the Contractor's premises. This shall also apply to the

cases where freight-paid delivery has been agreed.

4. If the goods ready for shipment cannot be delivered for reasons within the Client's sphere of responsibility, the risk shall pass to the Client on the date of readiness for shipment. The Contractor's Contractual Services shall be deemed to be fulfilled when the Contractor notifies the Client of the goods' readiness for shipment.

5. If items for the Client's exhibit are to be shipped (as well), the aforementioned provisions in § 9(1) to (4) shall apply accordingly.

6. Partial deliveries are permitted if (1) the Client can make use of partial delivery in accordance with the intended purpose, (2) the delivery of the outstanding goods is ensured and (3) the Client does not incur any significant additional expense.

§ 10 Acceptance; Handover

1. The acceptance/handover of the Contractual Services is governed by the statutory provisions.

2. In regard to the Contractor's obligations in terms of a contract for works, the following applies:

a) The Contractor will notify the Client in writing or by email about the completion of the Contractual Services concerned. The Client undertakes to promptly examine the Contractual Services and to declare acceptance in writing or by email within a reasonable acceptance deadline set by the Contractor.

b) The Contractual Services are deemed to have been accepted if the Client does not refuse acceptance within the deadline set by the Contractor by stating any defects in the

services, and if the Contractor has informed the Client about the consequences of refusal of acceptance without stating defects with the request for the declaration of acceptance. The notification must be in textual form. In all other respects, the Contractual Services are also deemed to have been accepted if the Client makes use of the services.

c) Acceptance may not be refused for insignificant defects. Any minor partial performance or the removal of outstanding defects will be carried out as quickly as possible.

3. If the Contractor has rented items to the Client in order to comply with their contractual obligations, the items will only be deemed to have been properly returned if the Contractor confirms the proper return with the Client.

§ 11 Warranty

1. Unless otherwise provided for in the contract or in these GTCs, the rights and obligations in terms of the warranty shall be governed by the relevant provisions of the German Civil Code [BGB].

2. The Contractor in principle does not issue any guarantees for the quality of the Contractual Services. In particular, descriptions of services, products or goods shall not have the character of a quality or performance guarantee.

3. In the case of the delivery of goods and/or the performance of works, the Client may in principle only demand cure in the form of a remedy of the defect. The manner of an appropriate cure is determined by the Contractor at their discretion. The Contractor may at any time decide to make a substitute delivery.

The Client may only assert further claims, in particular claims for a reduction of price or to withdraw from the contract, if two attempts to remedy the same defect have failed. However, the Client shall not be entitled to withdraw from the contract in the case of a minor defect.

4. The warranty does not extend to defects that occur at the Client's premises due to natural wear and tear, humidity, excessive heating, improper handling or improper storage. In the same way, the warranty does not extend to reasonable deviations in the form, dimensions, colour and quality of the material, provided that these deviations are due to the nature of the materials and are consistent with commercial standards.

5. The Client shall promptly inspect goods delivered by the Contractor and shall notify the Contractor without undue delay in writing or by email if a defect is detected. If the Client fails to notify the Contractor of the defect, the goods are deemed to have been approved, unless the defect in question is not detectable during the inspection. If a defect is discovered only at a later stage, the Contractor must be notified immediately after discovery; otherwise the goods shall be deemed to have been accepted also in regard to this defect. If the Client fails to perform the inspection and/or to notify the Contractor appropriately and in a timely manner as required, the Contractor shall accept no liability for such a defect.

6. In the case of defects in other Contractual Services, the Client is obliged to promptly notify the Contractor in writing or by email about the defect after its discovery and to offer the Contractor an opportunity to ascertain the defect themselves. To this end, the Client will provide the Contractor with the necessary time. If the Client's notice

of a defect appears to be unjustified and the Client themselves were aware of this fact, the Client must compensate the Contractor for all costs incurred in this connection, e.g. the travel or shipping costs.

7. The warranty claims will also expire if the Client makes unauthorised modifications to the Contractor's Contractual Services or complicates or prevents the determination and cure of the defects, which is regularly the case in the event of a notice of defect after the end of a trade fair for defects that occurred or became apparent during the fair.

8. The Contractor may claim damages and compensation for expenses only in accordance with the provisions of § 13.

§ 12 Limitation of claims

1. The limitation period for claims and rights in connection with a defective Contractual Service, the goods delivered and/or the works carried out shall be one year, irrespective of the legal grounds. However, this period shall not apply in the case of section 444 BGB, no. 1 of section 438(1) BGB (legal defects for immovable goods), no. 2 of section 438(1) BGB (buildings, things that have been used for buildings) or no.2 of section 634a(1) (buildings or work whose result consists of the rendering of planning or monitoring services for this purpose); in this case, the statutory limitation periods and/or the German construction contract procedure regulations ('VOB/B'), if agreed, shall apply.

2. The limitation periods pursuant to section 12(1) shall also apply to all claims for damages against the Contractor in connection with the defect

in the Contractual Service, unless the application of the generally applicable statutory limitation rules (sections 195, 199 BGB) would lead in a specific instance to a shorter limitation period.

3. Unless expressly agreed otherwise, the statutory provisions regarding the start of the limitation period, the suspension of the statute of limitations, the suspension and the restarting of legal deadlines remain unaffected.

4. None of the above provisions lead to any change in the onus to the detriment of the Client.

§ 13 Liability

1. Subject to the provision in § 13(2), the Contractor's statutory liability for damages and the reimbursement of expenses shall be limited, regardless of the legal ground, as follows:

a) The Contractor's liability shall be limited in the amount to the damage typically foreseeable upon conclusion of the contract for a slightly negligent breach of essential contractual obligations (essential obligations). Essential contractual obligations are fundamental obligations which must be satisfied in order to properly fulfil the contract and with which the other contracting party may typically expect compliance (essential obligations).

b) The Contractor shall not be liable for a slightly negligent breach of minor obligations resulting from the contractual obligations.

2. The above limitations of liability do not apply in the case of intent or gross negligence, in the case of mandatory statutory liability (in particular in accordance with the Product Liability Act) and in the case of an assumption

of a guarantee or a bodily injury inflicted culpably.

3. The Contractor shall accept no liability for damages (section 536a BGB) for defects in hired items already present at the time the contract was signed

4. The Client is obliged to take appropriate measure to deflect and mitigate damage.

5. In accordance with statutory provisions, the Client shall be liable to the Contractor for the items rented to the Client, including the exhibition stand, for a minimum amount equivalent to the restoration costs (in the case of damage that can be repaired) or to the replacement value (in the case of loss and destruction).

§ 14 Insurance for transported items

1. Insurance cover will only be obtained for transports at the behest of the Client or carried out by the Client at the express instruction and cost of the Client in the amount of the replacement value.

2. The Contractor must be notified immediately of any transport damage. With shipments by delivery companies, damage must be indicated immediately on the consignment note. In the case of transport by rail, an official confirmation of the damage by the railways authority must be requested and sent to the Contractor

3. In the absence of an agreement to the contrary, any goods of the Client accepted by the Contractor for storage based on a written confirmation to that end shall be insured by the Contractor at the Client's cost for the duration of the storage at the amount of the replacement value of the goods for

theft, water damage and breaking and entering.

§ 15 Credit basis

The Contractor's obligation to perform is contingent on the Client's creditworthiness. If the Client has made incorrect or incomplete information about facts that affect his/her creditworthiness, or if the Client has suspended payments, or if insolvency proceedings have commenced in regard to the Client's assets, or if a motion to commence such proceedings has been filed, the Contractor is not obliged to deliver the Contractual Services. In these instances, the Contractor may demand advance payment or other appropriate security for the Contractor's payment claims. Any further rights of the Contractor remain unaffected.

§ 16 Extended retention of title; Security deposit

1. Goods delivered remain the property of the Contractor until all obligations in terms of the contractual relationship between the Parties are satisfied in full ('goods subject to retention of title'). The Client is obliged to handle the goods subject to retention of title with care during the term of the retention of title.

2. Until further notice, the Client is authorised to process, sell and transfer ownership in the goods subject to the retention of title within the ordinary course of business. To secure the Client's payment obligation in terms of the contract, the Client herewith assigns to the Contractor all current and future receivables from the sale of the goods subject to retention of title to third parties up to an amount equivalent to the invoiced amount including VAT. The Contractor herewith accepts this

assignment. The Client is authorised to collect the claims in a fiduciary capacity on behalf of the Contractor.

The right of the Contractor to collect the claims remains unaffected by the above; however, the Contractor will refrain from collecting the receivables directly from the third party as long as the Client fulfils his/her payment obligations vis-à-vis the Contractor.

3. The processing and/or production of the goods subject to retention of title by the Client shall always be on behalf of the Contractor, without entailing any obligation on the latter in this connection. When processing the goods subject to retention of title together with other goods belonging to a third party, the Contractor shall acquire ownership in the processed or newly produced goods at the ratio of the invoiced amount for the goods subject to retention of title to the other processed items. In all other respects, the provisions of section 16(2) apply accordingly.

4. In the case of a intermixture of the goods subject to retention of title with goods of third parties, the Contractor shall acquire co-ownership at the ratio of the invoice value to the other processed goods. If the intermixture takes place in such a manner that the goods are considered to be the property of the Client, the Client herewith transfers a prorata share of co-ownership in the newly created goods in accordance with the provisions of section 16(3). In all of the above cases, the Client must keep the goods owned or partially owned by the Contractor on behalf of the latter at no cost.

5. By way of security, the Client herewith also assigns to the Contractor all claims resulting from the combination of the goods subject to retention of title with third-party immovable goods.

6. The Contractor shall release the security deposit stipulated in section 16, provided the value of the existing security deposit exceeds the amount of the claims of the Contractor by more than 10%.

7. If any security provided pursuant to section 16(1) to (6) is invalid and/or unenforceable by way of forced execution in the area to which the goods subject to retention of title have been delivered, or if the value of the security is insufficient to adequately secure the receivables of the Contractor vis-à-vis the Client in connection with the delivery of the Contractual Services, the Client is obliged to provide a bank guarantee or equivalent collateral to secure the Contractor's receivables at the written request of the Contractor.

§ 17 Proprietary rights and rights of use

1. Planning documents, designs, drawings, fabrication and assembly documents as well as descriptions of designs and descriptions of exhibition and event concepts, etc. (work results) remain the exclusive property of the Contractor, even if they have been handed over to the Client. To this extent, they are entrusted to the Client for the purposes of section 18 UWG.

2. The Contractor grants the Client a non-exclusive, non-transferable and sublicensable right of use, limited in the case of fixed-term contracts to the duration of the respective contract, in the work results made available pursuant to section 17 (1) to use the work results of the Contractor for the intended purpose of the contract concerned. Any use deviating or going beyond the aforementioned use requires the prior written consent of the Contractor. The Contractor undertakes

to refrain from any other use in any form and to refrain in particular from the copying and dissemination, disclosure to third parties or the creation of a direct or indirect replica of the work results to the extent that this is not required for the performance of the contract.

3. In the event of a breach of the obligations listed in section 17, the Contractor shall be at least entitled to additional remuneration for the planning, design and conceptual work at a rate determined by the provisions of the fee structure applicable to architects and engineers acting as public contractors [HOAI]. Any further claims for damages remain unaffected.

4. Furthermore, in the case of a breach of the obligation stipulated in section 17 in the case of work results provided for rental, in particular in the case of a replica of the work results, the Contractor is entitled to damages in an amount of at least 50% of the agreed rental rate. The Contractor remains free to provide evidence of more extensive damage. The Client remains free to show that the Contractor has not incurred damage or not to the stated extent.

5. If the Client provides materials or documents to the Contractor to produce the agreed Contractual Services, the Client shall guarantee that the work results obtained as a result of the production and delivery in accordance with the Client's documents do not violate the proprietary rights of third parties. The Contractor is not obliged to verify that the information and documents provided by the Client to produce and deliver works and services do not violate the proprietary rights of third parties. The Client undertakes to indemnify the Client for any third-party claims for damages and to compensate the damage incurred by the Contractor

due a breach of the proprietary rights of third parties.

§ 18 Confidentiality; Privacy

1. Unless regulated otherwise in these General Terms and Conditions or in the relevant contract, the Contracting Parties undertake to keep strictly confidential all trade and business secrets and other technical and business information of the other Contracting Party, of which they become aware in the course of the Contractual Services; they also undertake to impose a corresponding duty of confidentiality on their employees and commissioned agents and to use confidential information exclusively in conjunction with the performance of the contract concerned. In the case of the Client, the confidentiality obligation relates in particular to all work results provided by the Contractor pursuant to section 17(1).

2. The duty of confidentiality does not apply to information

a) that was already demonstrably in the public domain at the time of transmission,

b) to whose use or transmission the other Contracting Party has expressly consented in writing,

c) the transmission of which is necessary to comply with obligations under this contract, or

d) the transmission of which is required by legal provisions or by instructions of public authorities.

3. The duty of secrecy according to this section 18 shall remain in effect even beyond the termination or liquidation of the contract concerned, as long as and to the extent that none of the conditions

referenced in section 18(2) applies in regard to the information concerned.

§ 19 Offsetting and assignment

1. The Client is only entitled to offset receivables of the Contractor if the relevant counterclaims of the Contractor are uncontested, held to be final and binding by a court of law or are acknowledged by the Contractor. The Client is only authorised to assert a right of retention if the counterclaim is based on the same contract and if the claims are uncontested or have been held to be final and binding.

2. The rights of the Client under this contractual relationship, outside the scope of application of section 354a HGB, can be transferred only with the prior consent of the Client.

§ 20 Final provisions

1. Any amendments and addenda to the contract and/or these General Terms and Conditions, as well as any side agreements, must be done in writing to be effective. The same applies to any waiver of the written form requirement. The aforementioned written form requirement shall not apply to (individual) contractual arrangements concluded directly and orally upon conclusion of the contract.

2. These General Terms and Conditions, and the contracts concluded by the Contractor and the

Client shall be governed by the laws of the Federal Republic of Germany subject to the exclusion of the reference norms of Private International Law and the UN Convention on Contracts for the International Sale of Goods (CISG).

3. If the Client is a merchant, a legal person under public law or a special fund under public law, the registered office of the Contractor shall be the exclusive place of jurisdiction for all disputes arising from or in connection with contracts concluded by the Contractor and the Client. However, the Contractor is also entitled to institute legal action against the Client at the latter's general place of jurisdiction. Any prevailing statutory provisions, in particular relating to exclusive competencies, remain unaffected.

4. If individual provisions of these General Terms and Conditions or of contracts concluded based on these General Terms and Conditions are or become ineffective or inoperative, the effectiveness of these General Terms and Conditions and of any individual contracts concluded on this basis shall remain unaffected by the ineffective or inoperative provision. The ineffective or inoperative provision shall be replaced by a provision that comes as close as possible to the economic purpose pursued by the ineffective or inoperative provision. The same shall apply in the event that the Contracting Parties establish in retrospect that these General Terms and Conditions, or the contracts concluded on this basis, are incomplete