

## **General Terms and Conditions of SeLa Messebau GmbH & Co. KG**

### **General Terms and Conditions**

Deliveries, services, offers, contract confirmations and contract signings take place on the exclusive basis of these Terms and Conditions. They also apply for all future business dealings with the customer.

Deviating terms and conditions of the customer have no validity. They will only apply if SeLa Messebau GmbH & Co. KG has expressly recognized and confirmed them in writing.

### **Offer and Contract Signing**

The offers from SeLa Messebau GmbH & Co. KG remain subject to change and are non-binding. The offers are only then binding when, and to the extent, that they have been confirmed in writing by us.

### **Prices**

All prices are plus legal VAT at the time they are invoiced. As far as nothing else has been agreed upon, we will remain bound to an offered price for 30 days following the date it was offered. If the contract is awarded after this date and extra costs arise as a result, we are entitled to charge these to the customer. Additional services and deliveries that exceed what has been agreed in the contract will be invoiced separately.

All rental prices are to be understood to be for the time period of the respectively named event, unless otherwise agreed.

Not included in this case are fundamentally all costs of the trade fair company or the event organizer such as rental fees for the stand, water, electricity, cleaning, waste disposal, stand security, suspended decorations in halls, as well as staff, logistics, customs, as far as no further regulations were agreed upon.

### **Terms of Payment**

The terms of payment are, as far as nothing else has been agreed in writing:

Our services are payable without deductions. Payment is due 10 days following invoicing by SeLa Messebau GmbH & Co. KG. If the customer falls into arrears with payment, we are entitled in accordance with article 288 II BGB [German Civil Code] to charge default interest of 8% above the basic rate of interest.

An offsetting by the customer is only allowable as far as their counter claims have been legally determined, are undisputed or have been recognized by us.

### **Retention of Title**

All goods and items constituting the purchase remain our property until they have been paid for in full.

### **Scope of Services**

SeLa Messebau GmbH & Co. KG can offer all necessary services as a complete service provider in the trade fair, exhibition and event sector. Following a briefing discussion with the customer, SeLa Messebau GmbH & Co. KG develops a concept, design and cost offer for the customer. The customer receives a break-down of the time line for the different phases of the project as a guideline.

The written contract confirmation sets the exact extent of the contract. Subsequent changes wanted by the customer will be at their cost, including any possible additional costs arising.

SeLa Messebau GmbH & Co. KG will not assume any additional costs arising from the fact that customer data were made available late.

### **Cancellation by the Customer**

A cancellation (termination of contract) by the customer needs to be in writing. In the case of a cancellation after the contract has been confirmed, the full sum for the planning and developing services will definitely be due for payment; the customer is furthermore obliged to pay SeLa Messebau GmbH & Co. KG in accordance with the following sliding scale:

Up to four weeks prior to the beginning of the event, 35% of the overall contract amount

27-8 days prior to the beginning of the event, 80% of the overall contract amount

From 7 days prior to the beginning of the event, the entire contract amount is due.

#### Complaint

When the stand is handed over and the written acceptance report is signed on-site at the stand, the customer confirms the smooth completion and completeness of the exhibition stand. Complaints made at a later time and additional claims, as well as deductions from the invoiced amount are not allowed.

#### Copyrights

The design and planning documents, as well as sketches remain our intellectual property. The customer is not entitled to copy these or make them available to third parties. The customer is also not entitled to create subsequent structures from these; unless we have provided our express permission to do so. In the event of violations of the copyright provisions, the customer will be required to pay damages of 50% of the agreed purchase or rental price. This provision also, and in particular, applies when a contract has not been concluded. It is expressly forbidden for third parties to construct anything based on the planning and development work carried out by us without our express agreement.

We are fundamentally entitled to use image material of the services which we have provided for free and without agreement for our own advertising purposes. We can forgo this entitlement when asked to do so by the customer.

#### Liability

We ensure you the timely supply of a correctly produced exhibition stand with which we were commissioned. We will hand over the exhibition stand in a cleanly swept condition. We are liable for the gross negligence and breaches of significant obligations of the contract by our employees, however, only up the value of the contract. All claims for damages on the grounds of lost profits or subsequent damages are excluded.

We do not accept any liability for exhibits and trade fair parts provided by the customer themselves. The normal display cases or exhibition stand doors are not burglar-proof. We do not accept liability for objects that customers have forgotten at the stand. The customer has the supervision and care obligation for the rental object for the duration of the rental period and is liable for all objects given to them at the stand. The rental objects that we have provided need to be insured together with the exhibition stand. All objects left on the exhibition stand by the customer (e.g. remaining advertising material, brochures, etc.) will be disposed of by us – without any claim for compensation – when we disassemble the stand. If this should exceed the normal volume of material left behind, we reserve the right to invoice the customer for the disposal.

The customer is obligated to inform us about any sub-letting of exhibition stands or any joint use (e.g. joint stands). The customer remains, in this particular case, responsible for any costs which may arise, and cannot assign any of their responsibilities towards us to their fellow exhibitors.

#### Liability for Copyright and Image Rights

If the customer provides us with image material, texts or plans, we do not check them with respect to copyrights or content, as well as formal correctness. The client indemnifies us from all third-party claims, as well as claims for damages due to legal violations or writing errors.

#### Data Processing

SeLa Messebau GmbH & Co. KG is entitled to save and process the customer data in accordance with data protection law. SeLa Messebau GmbH & Co. KG can place photographs and images from customer projects in its own advertising communications. We guarantee that this data will be treated confidentially and no further customer data will be passed on, as long as this is not necessary in order to execute the contract.

#### Place of Performance and Place of Jurisdiction

The place of performance is the place indicated as the place where the event in question will take place. When the customer is a merchant, our company headquarters will be the place of jurisdiction. Our company headquarters are in Waiblingen. The law of the Federal Republic of Germany, even when the customer's company headquarters are abroad, will apply for all the legal relationships.