

# Strohbach & Krey Messebau Design GmbH & Co. KG General Terms and Conditions

## 1. Order basis

- 1.1 Our services and deliveries (hereinafter referred to as services) are only provided on the basis of these general terms which are acknowledged by our customers at the latest when accepting our services. Customer's terms to the contrary are herewith opposed.
- 1.2 Should individual parts of these terms be ineffective or be contracted out through an individual written agreement, the remaining parts then remain effective.
- 1.3 Only our written proposals and order confirmations are binding for the type and scope of our services: verbal alterations need to be done in writing.

## 2. Proposals and prices

- 2.1 Our proposals are only intended for recipient and are to be treated by him confidentially.
- 2.2 Drawings depicted in the proposals and any models belong to our copyright protection service.
- 2.3 In the case of services which are provided later than 4 month after contract conclusion, we retain the right to subsequently charge material price and wage increase which have accrued in the meantime.
- 2.4 Our offered prices are net prices to which the legal Value Added Tax is to be added when the service is provided.
- 2.5 For lack of any agreement to the contrary, the offered prices refer to the renting of materials and equipment to the customers for the period of the event. At the end of the event the customer is therefore obliged to completely return all materials and equipment. Theft and damage risks are borne by the customer. The basis for the prices is that the implementation of the works is carried out within the usual business hours; should the customer cause additional costs, e.g. as a result of overtime, night shifts or holiday work, then these costs will be charged separately. In as far as we make use of the services provided by third parties upon the customer's orders (e.g. for producing ELT connections, delivering flowers or other exhibition materials at the event side), such expenditure is borne by customer.
- 2.6 If our service are provided outside of our business premises, then it is for the customer to ensure that the work can be started on time and carried out without interruption, that no clearing away and other extra work is necessary and that there is a suitable safe storage possibility for our equipment and materials, particularly as regards theft and fire. If the customer doesn't meet with his obligations, then he must reimburse us with subsequently arising costs or must defray our expenses.
- 2.7 The customer is obliged to insure the rented objects against all risks at his own expenses.

## 3. Deadlines and extraordinary circumstances

- 3.1 An agreed deadline begins on the day contract conclusion, however not before the day on which possible material to be provided by the customer is available to us.
- 3.2 War, mobilisation, force majeure, strikes, lockouts, unscheduled deliveries by suppliers and all other circumstances which are not our fault entitle us to extend deadlines and dates appropriately or to withdraw from the contract in respect to the non-fulfilled part. The occurrence of such circumstances ends each possible default which previously occurred to us. In such cases, the customer is entitled, provided we don't adhere to our deadlines, to withdraw from the not yet fulfilled part of the contract after the expiry of a set written suitable period of grace. Further-reaching claims are excluded. The services already provided are to be fully reimbursed.

## 4. Acceptance

- 4.1 Our service are to be accepted by the customer immediately after completion. If the customer doesn't take part in the acceptance, then our service is valid as having been provided according to the terms of the contract as soon as the object is made use of or has left our works as instructed.
- 4.2 If it is proven necessary to perform remaining work, then this has no effect on the obligation to perform a possible part acceptance as well as on the due payment date of the remuneration of the service provided if the remaining work doesn't amount to more than 5% of value of the total order.

## 5. Warranty and liability

- 5.1 We guarantee the provision of skilled and useful services. Warranties extending beyond this must be agreed in writing before the order is carried out.
- 5.2 Warranty claims are to be asserted immediately, at the latest on the day the rental time expires. We can insist upon the faults being recorded in writing.
- 5.3 The customer initially has only claims on subsequent improvements though us. If this isn't possible in our estimation or unprofitable in view of the remaining period of use, then the customer can claim the reduction of the purchase price.
- 5.4 All other claims by the customer from contractual or non-contractual legal grounds, be it for conversion, compensation for damages including consequential harm caused by a defect or damages from lost profit are excluded, apart from if explicit and warranted characteristics of articles sold (§ 635 BGB – civil Code) have been made available by us or if gross negligence by one of our managing employees is on hand. In these cases we are only liable up to an amount of 25.564,59 Euro per claim.
- 5.5 Providing we have used the material provided or specified by the customer, we only guarantee for the specialised processing, not for the material itself.
- 5.6 The guarantee expires if the customer removes defects himself or has this done by third parties without having first obtained our permission to do so. Small defects must be removed by the customer himself upon our request and at our expense if this can be reasonably expected.

## 6. Prices and payment

- 6.1 The prices are valid ex works Stuhr, VAT will be additionally charged at the legally valid rate adapted to the time of the invoice being issued.
- 6.2 The remuneration for our services is invoiced as follows:

- 1.) Payment on account at 50% of the presumed order amount when order is issued against invoice.
- 2.) Payment on account at 35% when set up work begins against invoice.
- 3.) 15% remaining amount as well as amenities etc. with final invoice.
- 4.) Costs for additional service, logistics expenditure, etc., with final invoice.

- 6.3 The invoices have to be paid immediately net after receipt. If the customer is in arrears with payments to a larger extent than corresponds to the scope of all warranty claims, then can postpone the other actions necessary to fulfil our own obligations up until when the outstanding amount has been paid. The current deadline set for us are then extended by this time.
- 6.4 In the case of payment arrears by the customer, we can refuse the remaining fulfillment of the contract after having unsuccessfully set a time limit with a threat due to non-fulfillment as well as payment for the provided services.
- 6.5 We charge an interest of 4% above the discount rate of the LZB (State Central Bank) as default interest.
- 6.6 We are entitled to delay actions necessary fulfil our obligations if we have reason to fear not receiving the counter performance from the customer on time or incompletely due to a circumstance arising after contract conclusion.
- 6.7 A set-off right or right of retention against us by the customer is excluded apart from if it concerns undisputed or legally determined obligations on our part.

## 7. Storage

If we store samples from the customer on our premises before or after the event, then this is done at the customer's own risk. The same applies if we store on our premises large exhibits, demonstration objects or trade fair stands bought by the customer up until the time of them being used again. We are entitled, but not obliged, to insure the stored objects at the information, at values estimated by us without any liability for correct value assessment. Whichever the case, the insurance costs are at the expense of the customer.

## 8. Place of fulfillment and court of jurisdiction

- 8.1 The place of fulfillment for our obligations is the place where the service is provided, the place of fulfillment for the services in Bremen/Germany.
- 8.2 The court of jurisdiction is herewith agreed as Bremen, providing our customer is a merchant who has been entered in the Commercial Register, a legal entity under public law or has no general court of jurisdiction Germany.

## 9. Retention of title guarantee

All delivered goods remain our property (reservation goods) up the final payment of all outstanding amounts owed by our customer including claims arising in the future from the present business relationship. With a current invoice the retention of title is valid as a guarantee for the respectively acknowledged balance of account.

## 10. Miscellaneous

- 10.1 Drafts, planning and drawing documents are and remain the intellectual property of Strohbach & Krey. The customer is not entitled to duplicate these documents, to use them himself or to pass them on to third parties, nor to arrange reproductions (copyright law BGB-Civil Code). The rental or purchase price merely entitles the designed trade fair stand to be used once. In the case of an infringement, the customer is obliged to pay compensation to the value of the rental or purchase price otherwise obtainable by Strohbach & Krey including the designer and/ or architect fees in accordance with HOAI (Regulation on Architects Fees).
- 10.2 Strohbach & Krey is entitled to use picture material for work carried out for its own advertising purposes.

## 11. Liability exclusion for highly technical equipment

Connections (electrical and water) must be ordered and accepted by the exhibitor himself from the trade fair. We accept no liability in this respect. We assume no functional guarantee for equipment delivered by third parties.

## 12. Carriage of trade fair material

- 12.1 The client is advised that the contractor also makes use of sub-contractors for the carriage of the trade fair material. These have taken out a goods-in-transit insurance. The client is not entitled to compensation by the contractor for the damage, which is the object of the goods-in-transit insurance. With regards to this, the contractor herewith cedes the rights against the sub-contractor and/ or their goods-in-transit insurer to the client.

Stuhr, 01.03.2006