

## General terms and conditions of ayble GmbH

- 1) Basis of the contract
  - a) All orders placed with the contractor are based on the following order:
    - i) the content of a contract concluded between the parties
    - ii) the order confirmation
    - iii) the offer
    - iv) these general terms and conditions
    - v) the legal provisions of the Civil Code of the Federal Republic of Germany, in particular the provisions of rental and work contract law.
  - b) Deviations from these terms and conditions require a written agreement.
- 2) Content of the contract
  - a) The following conditions apply to all deliveries and services. They also apply to all future legal relationships between the contractor and the client. Contract conditions of the client only become part of the contract if they are accepted in writing by the contractor.
  - b) The acceptance of the contractor's services is deemed to be acceptance of these general terms and conditions.
- 3) Offer and design documents
  - a) Unless otherwise stated in the offer, it is non-binding.
  - b) If offers are prepared in accordance with the information provided by the client and the documents provided by the respective exhibition management, the contractor assumes no liability for the correctness of the information and documents received, unless their incorrectness and unsuitability is not recognized willfully or through gross negligence.
  - c) Offers, plans, drafts, drawings, production and assembly documents as well as descriptions of event concepts remain, unless otherwise expressly agreed in writing, with all rights property of the contractor. The client undertakes to refrain from any other use in any form, in particular the duplication and distribution, the transfer to third parties and the making of changes without the express consent of the contractor. If this obligation is violated by the client, he undertakes, without prejudice to further injunctive relief and claims for damages, to pay the expenses for the creation of the documents plus a reasonable usage fee.
- 4) Conclusion of the contract
  - a) The contract is concluded when the contractor confirms the order in writing.
- 5) Prices
  - a) The offer prices are only valid if the offered object is ordered in full.
  - b) All prices are strictly net ex production plant or dispatch warehouse and do not include packaging, freight, postage, insurance, etc.
  - c) The offer prices apply 4 months from the conclusion of the contract. After these 4 months have expired, the contractor is entitled to pass on the price increases by the manufacturers or suppliers or wage increases to the client. The client can withdraw from the contract if the price is more than 4% above the price when the contract was concluded.
  - d) If the start, progress or completion of the work is delayed for reasons for which the contractor is not responsible, he is entitled to separately invoice the additional work that has occurred as a result. The calculation rates applicable on the day of execution

for working hours (including travel and loading times), vehicle equipment, material prices and other prices of the contractor are then decisive.

- e) Services not quoted in the offer that are carried out at the request of the client, or additional expenses that are due to incorrect information provided by the client, the exhibition organizer, transport delays through no fault of their own, inadequate hall and floor conditions, non-timely or professional preliminary services by third parties, insofar as these are not vicarious agents of the contractor, the client will be charged additionally. Section 5.5 applies as the basis for calculation. of these conditions.
  - f) Services and errands that are carried out for the client at his request as part of the planning and implementation of his participation in the exhibition are to be paid for separately. For amounts disbursed in this respect, the contractor is entitled to charge an advance commission. The contractor is also entitled to outsource such services to third-party companies on behalf of the client.
- 6) Delivery time and assembly
- a) If no express deadline has been agreed for the start of execution or completion, the specified completion / delivery date is only approximate.
  - b) With changes or changes to the design made by the client after the conclusion of the contract, firmly agreed execution / delivery dates are also no longer binding. The same applies to hindrances for which the contractor is not responsible, in particular for the customer's failure to provide documents and materials on time.
  - c) If there are disruptions in business operations for which the contractor or his sub-suppliers or subcontractors are not responsible, in particular working debts, disputes and lockouts, as well as cases of force majeure which are based on an unforeseeable and involuntary event and lead to serious operational disruptions, the delivery / Completion deadline accordingly. If the fulfillment of the contract becomes impossible due to the aforementioned disruptions, both parties are entitled to withdraw from the contract. In this case, the contractor is entitled to remuneration for the services provided up to that point, whereby the services provided also include claims by third parties that the contractor has commissioned in confidence in the execution of the contract. Further claims for damages are excluded on both sides.
- 7) Freight and packaging / transfer of risk
- a) The contractor's products always travel at the expense and risk of the client, unless otherwise agreed. Any packaging requested and deemed necessary by the contractor will be invoiced separately. The same applies to the client's dispatch goods.
  - b) Parts of the client that are to be used in the production or assembly must be delivered free to the factory or assembly point on the agreed date. Unless otherwise agreed, such parts will be returned freight collect ex works or place of use at the risk of the customer.
  - c) Unless otherwise agreed, all risk is transferred to the client when the goods leave the contractor's premises or are made available to the client. This also applies in cases in which carriage paid delivery has been agreed.
  - d) If the goods that are ready for dispatch cannot be delivered for reasons for which the customer is responsible, the risk is transferred to the customer on the day they are ready for dispatch. The services of the contractor are considered fulfilled after the notification of readiness for dispatch has been sent to the client.
- 8) Acceptance / handover

- a) The acceptance or handover takes place formally and immediately after completion. The client undertakes to take part in the acceptance date himself or to be represented by an appropriately authorized representative. In this respect, it is expressly recognized that in special cases an acceptance date one hour before the start of the event is not inappropriate.
- b) Any partial services that are still outstanding or defects reported will be made up for or eliminated as soon as possible. If they do not significantly impair the function of the subject matter of the contract, they do not entitle the customer to refuse acceptance.
- c) If the client has used the service or part of the service without prior formal acceptance, the acceptance is deemed to have taken place with the act of use.
- d) If the contractor's deliveries and services have been leased to the client, the leased item must be formally handed over at the request of the contractor immediately after the end of the event. The client is obliged to attend the handover date or to be represented by an appropriately authorized representative.

#### 9) Warranty

- a) Insofar as these terms and conditions do not contain any deviating regulations, the guarantee is based on the contract law of the German Civil Code, in the case of leasing according to its provisions on the rental contract.
- b) In the event of defects, the client can initially only request supplementary performance. The contractor chooses to do this through repair or replacement. If this does not take place within a reasonable period customary in the industry or if two attempts at subsequent performance fail due to the same defect, the client can, at his option, request a reduction in price or withdraw from the contract.
- c) The client must report defects in writing immediately after receipt of the delivery item, hidden defects immediately after their discovery and give the contractor the opportunity to make the relevant findings.
- d) If the notification of defects is made late or if reservations were not made due to known defects during acceptance, the warranty claims for defects expire. They also expire if the client himself makes changes to the delivery item or makes it difficult or impossible for the contractor to identify defects and to make subsequent performance, which is usually the case with a complaint after the event has ended.
- e) The warranty does not extend to reasonable deviations in shape, dimensions, color and quality of the material as well as to defects that arise at the client's due to natural wear and tear, moisture, excessive heating or improper handling or improper storage.
- f) Warranty claims against the contractor are only available to the client and are not transferable. Subject to the provision in Section 548 (2) of the German Civil Code (BGB), they become statute-barred after one year from the start of the statutory limitation period, except in the case of malice which the contractor can be accused of.

#### 10) Limitations of Liability

- a) In the case of slightly negligent breaches of duty, the contractor's liability is limited to the foreseeable, contract-typical, direct average damage based on the type of delivery or service. This also applies to slightly negligent breaches of duty by the legal representatives or vicarious agents of the contractor. The contractor is not liable for a slightly negligent breach of insignificant contractual obligations.

- b) The above limitations of liability do not apply to the client's claims arising from product liability. The limitations of liability also apply to claims for damages that are not attributable to the contractor due to injury to life, limb and health or to claims arising from product liability.
- c) If only planning and drafts are a contractual obligation of the contractor, he is only responsible for ensuring that he is able to implement them himself. Further claims are excluded.
- d) The contractor is only liable for goods of the client in the case of custody expressly agreed in writing and in accordance with the law.

#### 11) Insurance

- a) For transports initiated or carried out by the customer, the goods to be dispatched will only be insured at the express instruction and expense of the customer in the amount of the new purchase value.
- b) Transport damage must be reported to the contractor immediately. In the case of forwarding shipments, damage must be noted immediately on the bill of lading; in the case of rail transport, a railway official certificate of the damage must be requested and sent to the contractor.
- c) Unless otherwise agreed, the customer's goods accepted by the contractor for storage on the basis of written confirmation will be insured by the contractor at the cost of the customer for the duration of the storage in the amount of the new acquisition value against fire, water damage and burglary.

#### 12) Loan Base

- a) The creditworthiness of the client is a prerequisite for the contractor's performance obligations. If the client has provided incorrect or incomplete information about himself or about the facts that determine his creditworthiness, or has stopped his payments, or if bankruptcy or settlement proceedings have been filed for his assets, the contractor is not obliged to provide the service. In these cases, the contractor can request advance payment or some other suitable guarantee of the remuneration claim. If the client does not comply with this request, the contractor can terminate the contract for an important reason in accordance with section 17 of these conditions or withdraw from the contract and demand compensation. With regard to the amount, the regulation under Section 17.3 of these conditions applies.

#### 13) Retention of title

- a) All delivery items remain the property of the contractor until all obligations from the contractual relationship between the parties have been fully met.
- b) Without the express consent of the contractor, the client is not entitled to resell the goods subject to retention of title or to process them. Irrespective of this, the customer hereby assigns claims from the resale of the reserved goods to the contractor. The contractor accepts this assignment.

#### 14) Property rights, drafts, drawings

- a) Plans, drafts, drawings, production and assembly documents, concept descriptions, etc. remain the property of the contractor with all rights, even if they have been handed over to the client. The transfer of property and usage rights requires an express written agreement.
- b) Unless otherwise agreed in writing, changes to plans, drafts, concepts, etc. may only be made by the contractor. This also applies if these documents have become the property of the client.

- c) If materials or documents for the production of the subject matter of the contract are handed over by the client, the client assumes the guarantee that the production and delivery of the work carried out according to his documents do not infringe third party property rights. The contractor is not obliged to check whether the information and documents handed over by the customer for production and delivery violate the property rights of third parties. The client undertakes to immediately indemnify the contractor from any claims for damages by third parties and to pay for the damage resulting from the violation of property rights.
- d) The contractor only transfers to the client the rights of use required for the respective purpose of the contract and in principle, unless otherwise expressly agreed, only a simple right of use. In any case, even if the contractor has granted the exclusive right of use, the contractor remains entitled to use work results (including interim results) in the context of self-promotion.
- e) The contractor can include the name of the client in a reference list (also on their website) for marketing purposes and announce that there is a business relationship with the client and that this contract has been concluded with the client.

#### 15) Terms of payment

- a) Unless otherwise agreed, invoice amounts are due for payment immediately upon receipt of the invoice. Deductions of any kind are excluded, deposits are not subject to interest.
- b) Unless otherwise agreed, the contractor is entitled to issue interim invoices or to request partial payments.

#### 16) Offsetting and assignment

- a) A set-off with contested and not legally recognized counterclaims is excluded for the client. The same applies to the assertion of rights of retention.
- b) The client's rights arising from this contractual relationship are only transferable with the prior consent of the contractor.

#### 17) Termination

- a) The right to ordinary termination of the contract by the client is excluded, in particular § 649 BGB does not apply.
- b) The right to terminate for good cause remains unaffected. The prerequisite, however, is that a corresponding written request to remedy the important reason is made beforehand within a reasonable period and that the period has passed without result. An important reason exists in particular if the client does not meet his payment obligations or violates the cease and desist obligations under these conditions.
- c) In the event of termination for an important reason by the contractor or withdrawal for reasons for which the client is responsible, the contractor is entitled to demand lump-sum compensation of 40% of the order value. The client is at liberty to prove that the damage did not occur or not to the extent specified. The assertion of further damage is not excluded.

#### 18) Data protection

- a) It should be noted that in the context of business relationships or in connection with them, personal data, regardless of whether they come from the contractor himself or from third parties, will be processed within the meaning of the Federal Data Protection Act.

#### 19) Place of performance and jurisdiction

- a) Place of performance and place of jurisdiction for all disputes between the parties arising from the contractual relationship is the seat of the contractor, insofar as the client is a registered trader, a legal entity under public law or a special fund under public law. German law decides on the contractual relationship.

20) Final provisions

- a) Should individual provisions of these general terms and conditions be ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions. The ineffective provision is to be replaced by an effective one that comes closest to its meaning and purpose in a permissible manner. With the appearance of these general terms and conditions, all previous versions lose their validity.

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