

GENERAL TERMS AND CONDITIONS

General Terms and Conditions for Clients of C³ Expo GmbH

Status: 01.01.2024

I. General

1. the following General Terms and Conditions govern the relationship between the Contractor, C³ Expo GmbH, Managing Director: Daniel Beyerle, Hans-Thoma-Straße 100, 68163 Mannheim ("Contractor") and its customer ("Client"), insofar as the Client is an entrepreneur within the meaning of § 14 BGB.

2. the following terms and conditions shall apply to all offers, deliveries and services in which the contractor provides services for its client, subject to individual agreements to the contrary. Deviations from these GTC are only permitted with the written confirmation of the Client. The Client commissions the Contractor to perform the services described in the individual contract on the basis of these GTC. 3.

3. the formal reference to the client's general terms and conditions is hereby rejected. Placing an order with the Contractor shall be deemed acceptance of these General Terms and Conditions.

II Offer and documents

1. unless otherwise stated in the offer, it is always subject to change.

2. if acceptance of a binding offer submitted to the Contractor by the Contractor is not declared within a period of two months, the Contractor reserves the right to adjust the offer prices to market conditions that have changed in the meantime, in particular in the event of significant changes in procurement or manufacturing costs to be borne by the Contractor. If offers are prepared according to the information provided by the client and the documents made available 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 intentionally or through gross negligence.

3. offers, plans, drafts, drawings, production and assembly documents shall remain our property - including intellectual property - with all rights, unless

expressly agreed otherwise in writing, even if they have been handed over to the client.

(4) The contract is concluded with the order confirmation of the contractor. However, orders placed shall also be deemed accepted if they are not rejected within one month of receipt in the event that performance has already commenced.

III Delivery times and assembly

1. if no express deadline has been agreed for the start of execution or completion, the delivery date stated shall only be approximate, unless it coincides with a specific start of the exhibition.

2. any changes or alterations to the design made by the customer after conclusion of the contract shall also render firmly agreed execution/delivery dates non-binding. The same shall apply to impediments for which the Contractor is not responsible, in particular to the late provision of documents and information by the Customer.

3. if disruptions occur in business operations for which the Contractor or its suppliers or subcontractors are not responsible, in particular work stoppages, strikes and lockouts as well as cases of force majeure, which are based on an unforeseeable event for which the Contractor is not responsible and which lead to serious operational disruptions both at the Contractor and at its suppliers or subcontractors, the delivery/completion period shall be extended accordingly. In such cases, the Contractor shall be entitled to carry out or commission services for the account of the Customer which are necessary to ensure timely completion and to eliminate hindrances during assembly and dismantling. If fulfillment of the contract becomes impossible due to the aforementioned disruptions, both contracting parties shall be entitled to withdraw from the contract. In this case, the Contractor shall be entitled to remuneration for the services rendered up to that point, whereby the services rendered shall also include claims by third parties which the Contractor has commissioned in reliance on the performance of the contract. Claims for damages are excluded.

IV. Handling of rented items

1. the client shall be obliged to treat the items provided to him with care. The items shall be provided exclusively for the previously agreed purpose and period. The Contractor reserves the right to deviate from the specifications

given in the catalog with regard to size, shape and color as required. The items must be returned immediately after the end of the event. There is no insurance for the items; it is recommended that appropriate insurance be taken out for the duration of the event, including set-up and dismantling.

2. the client shall be responsible for any damage or loss. This responsibility begins with the handover of the items and ends with their return, but no later than 48 hours after the end of the event. This also applies if the client is absent from the location. If the items are lost or damaged, the client shall bear the costs of replacement or repair in addition to the agreed fee. Upon receipt, the client must ensure that the items are free of defects and complete. Complaints will only be accepted within 24 hours of receipt. In the event of a justified complaint, the Contractor shall provide an adequate replacement. The Contractor reserves the right to deliver items of equal or greater value instead of those ordered at no additional cost. After use, the items must be returned clean and without any residue of fixing material. The client must inform the provider immediately if third parties assert rights to the items provided, if they have not been delivered as agreed, if they are damaged or if they have been stolen. Withdrawal from the rental agreement is possible up to 5 days before the start of the event for an order value of up to € 250.00 and up to 14 days in advance for a value of over € 250.00 at no cost. Both parties shall only be entitled to withdraw from the rental agreement with regard to the specific item if the contractor is unable to provide a comparable or better replacement in the event of a justified complaint.

V. Prices

1. the conditions of the offer presuppose a complete order of the offered objects and/or services. The prices quoted are in EURO and are net, i.e. excluding statutory taxes, duties and other public charges that may be incurred. Prices are quoted ex production facility or warehouse, whereby costs for packaging, shipping, postage and insurance are not included, unless these are explicitly stated in the offer. 2.

2. the prices quoted shall remain fixed for a period of three months from the date of conclusion of the contract. After this period, the contractor reserves the right to pass on to the client any price increases caused by suppliers or wage increases. If the final price is more than 5% higher than the originally agreed price, the client has the right to withdraw from the contract. In such a case, we shall claim remuneration for services already rendered, including the services of third parties that were utilized in the course of the execution of

the contract. Claims beyond what has been provided are excluded by both parties.

3. in the event of delays in performance not caused by us, we shall be entitled to charge separately for the additional expenses incurred. This shall be based on the rates for working hours, use of vehicles and equipment, material costs and other prices valid on the day of performance. Additional services which are provided at the request of the client, as well as additional costs due to incorrect or incomplete information provided by the client, delays in transportation, lack of infrastructure or advance services by third parties which do not meet the requirements, insofar as these are not our agents, shall be invoiced additionally to the client.

4. special services and errands carried out on behalf of the client for the planning and execution of its participation in events shall be remunerated separately. The Contractor may charge a handling fee for amounts advanced. The Contractor shall be free to outsource such services to third parties on behalf of the Client.

5. the procurement of necessary official permits or approvals is only part of the offer if this is expressly mentioned. This also applies to customs clearance for international deliveries. If services are provided at trade fairs, the offer prices do not include the expenses and costs for deliveries and services that must be used exclusively by trade fair companies or third parties commissioned by them, such as forwarding services on the trade fair grounds (e.g. transportation on the trade fair grounds, provision of forklift trucks and pallet trucks, handling of empties, disposal, etc.), unless these services are expressly mentioned in the offer.

VI Terms of payment

1. claims from invoices issued are payable immediately upon receipt of the invoice, unless otherwise agreed. No reductions or deductions of any kind shall be permitted, and no interest shall be paid on advance payments made. Unless otherwise agreed, the Contractor shall be permitted to demand payment in installments. In particular, the Contractor shall be entitled to demand 50% of the total amount upon conclusion of the contract and the remaining 50% upon handover of the project or the exhibition stand.

2. should the client fail to meet his payment obligations or fail to do so properly, his right to use the services rendered shall lapse. In the case of the temporary provision of services or the exhibition stand, the client is obliged to

return the services, materials or the entire exhibition stand provided immediately at the contractor's request.

3. in deviation from the regular terms and conditions, the entire order value shall be due immediately upon placement of the order and invoicing at the Contractor's request, provided that the order is temporary and the net order value is less than € 2,500.00.

VII Cancellation of the order / termination

1. should the client terminate or cancel the contract, the contractor shall be entitled to the agreed payment for services already rendered. For services that have not been provided, 40% of the agreed remuneration shall be regarded as costs saved, which shall be deducted from the remuneration claim, unless the Client can prove that the Contractor has saved higher costs. The resulting remuneration must be reduced by the amount that the Contractor has achieved or intentionally not achieved by using its labor elsewhere.

2. the right to terminate the contract for good cause remains unaffected. However, such termination requires that a written request to remedy the good cause has been made within a reasonable period of time and that this period has expired without result. Good cause exists in particular if the client fails to meet its payment obligations or breaches the obligations to refrain set out in these terms and conditions.

3. in the event of termination by the contractor for good cause or in the event of withdrawal for reasons for which the client is responsible, the provision described above under point 1 shall apply accordingly.

VIII Creditworthiness of the client

1. the provision of the Contractor's services requires the financial reliability of the Client. If the Client has provided false or incomplete information regarding its financial situation, suspends payments or if insolvency proceedings have been initiated against its assets or an application has been made to initiate such proceedings, the Client shall not be obliged to perform the services.

2. in such cases, the contractor reserves the right to demand an advance payment or another form of security for our claims for remuneration. If the Client is unable to fulfill these requirements, the Contractor shall have the right

to terminate the contract for good cause or to withdraw from it and claim damages.

IX. Exploitation rights

1. offers, concepts, drafts, plans, drawings and documentation for production and assembly, including all concept descriptions and presentations for exhibitions and events, as well as print templates and audiovisual material, shall remain the full property of the Contractor, even after they have been handed over to the Client. The information created by the Contractor shall be considered trade secrets pursuant to Section 2 of the Trade Secrets Act and may only be used in accordance with Section 3 (2) of this Act. Any transfer of rights of use beyond those necessary for the fulfillment of the contract requires the explicit written consent of the contractor, regardless of the existence of special property rights.

2. the client undertakes to refrain from any further use, in particular from copying, distributing, modifying, passing on to third parties or copying. Changes to the concepts, drafts or plans provided may only be made with the consent of the contractor, even if these documents have become the property of the client. In the event of breaches of these agreements, the Contractor shall be entitled to additional remuneration; further claims for damages shall remain unaffected.

3. the client assumes responsibility for ensuring that no third-party property rights are infringed by the use of materials or documents handed over to him. The Contractor is not obliged to check the materials or information provided by the Client for possible infringements of rights. The Client shall indemnify the Contractor against all third-party claims that could arise from the infringement of property rights.

4. the contractor is entitled to film the event for documentation purposes and to use these recordings together with project information for its own PR purposes. The Client undertakes to mention the Contractor by name in all publications if this is requested by the Contractor.

X. Freight and packaging - transfer of risk

1. the Contractor's products shall always be transported at the expense and risk of the Client, unless otherwise agreed. Packaging which the Contractor deems necessary or which is requested shall be invoiced separately to the Client. This shall also apply to the shipment of goods of the Client.

2. parts provided by the Client that are to be used in production or assembly must be delivered free to the factory or assembly site at the agreed time. Unless otherwise agreed, these parts shall be returned carriage forward at the client's risk.

3. the risk of accidental loss and accidental deterioration of the goods shall pass to the Client as soon as the goods leave the Contractor's works or are made available to the Client, unless expressly agreed otherwise. This also applies to agreed carriage paid delivery.

4. if the goods ready for dispatch cannot be dispatched for reasons for which the Client is responsible, the risk shall pass to the Client on the day of notification of readiness for dispatch. The Contractor's performance shall be deemed to have been rendered upon delivery of this notification to the Client.

5. these terms and conditions shall apply accordingly to the transportation of the Client's exhibits.

XI. Handover and acceptance

1. the formal acceptance or handover of the service shall take place immediately after completion. The client is obliged to attend the acceptance date in person or through an authorized representative. It should be noted that an acceptance date up to one hour before the start of the trade fair is also considered appropriate.

2. outstanding partial services or defects complained about shall be rectified as quickly as possible at the contractor's discretion. They shall not entitle the Client to refuse acceptance, provided that they do not significantly impair the functionality of the subject matter of the contract.

3. if the client puts the service or part of the service into use without formal acceptance having taken place beforehand, the putting into use shall be deemed to be acceptance.

4. if the Contractor's goods and services have been made available to the Client on loan, they must be formally returned to the Contractor immediately after the end of the trade fair. The Client must be present in person or be represented on the return date.

XII. Use for marketing purposes

The Client grants the Contractor the unrestricted right to use photographs and other representations of the objects and facilities created as part of the project for self-promotional purposes, both during the term of the contract and after its termination. This includes photographic material created by the Contractor and provided by the Client. The right of use extends to all known types of use, including but not limited to advertising on the Internet, in brochures and advertisements. The Contractor may edit the photographic material for this purpose.

XIII Liability for defects

1. liability for defects shall be governed by the statutory provisions, unless otherwise stipulated in these General Terms and Conditions. The client is primarily entitled to subsequent performance in the form of rectification. The Contractor shall be responsible for deciding on the type of appropriate rectification. A replacement delivery is possible at any time. Only if two attempts at rectification fail due to the same defect shall the client be entitled to further rights, such as a reduction in price or withdrawal from the contract.

2. the warranty does not extend to defects caused by natural wear and tear, moisture, excessive heating, improper handling or storage on the part of the client. Reasonable deviations in shape, dimensions, color and material quality are also excluded from the warranty.

3. the client is obliged to report defects immediately and to give the contractor the opportunity to inspect the goods. If the notification of defects is delayed or if known defects were not reserved at the time of acceptance, the warranty claims expire completely.

4 Warranty claims shall also lapse if the client makes unauthorized changes or makes it difficult or impossible to detect or rectify defects, in particular if notifications of defects are only made after the end of the event for defects that occurred or became known during the event.

The above restrictions do not apply to claims for damages or reimbursement of expenses based on gross negligence, intent or breach of material contractual obligations (cardinal obligations). In the event of negligent breach of a cardinal obligation, the Contractor's liability shall be limited to compensation for foreseeable damage typical of the contract. Product descriptions, samples or presentations do not constitute a guarantee or assurance of properties without an express written declaration.

XIV Liability and insurance regulations

1. the Contractor's liability for damages or expenses due to simple negligence is hereby excluded, except in cases involving the breach of essential contractual obligations, the fulfillment of which forms the basis of the contract and on which the Client may rely (so-called cardinal obligations), or claims for damages due to injury to life, limb or health. Claims for damages based on the Product Liability Act also remain unaffected. Claims to default interest or to the statutory default lump sum pursuant to Section 288 (5) BGB shall also remain unaffected by this, as shall the claim to compensation for legal costs.

2. in the event of a negligent breach of a cardinal obligation, the Contractor's liability shall be limited to compensation for foreseeable damage typical of the contract. This limitation shall also apply to breaches of duty by vicarious agents or legal representatives of the Contractor.

3. the contractor assumes no liability for defects in the delivery or performance of external companies, unless it can be proven that the selection was not made with due care. In such cases, the Client may demand the transfer of any claims of the Contractor against the external companies.

4. the contractor shall only be liable for direct or indirect damage to the premises or facilities of the venue or to the client's property if a written safekeeping agreement has been concluded.

5. In the case of consultancy or information contracts, the Contractor's liability shall be limited to the amount of the payments made by the Client.

6. if the subject matter of the contract consists exclusively of planning and designs, the contractor shall not assume any liability, except for the assurance that he is able to realize the planned or designed exhibition stand/contractual object.

7 The Contractor assumes no liability for the accuracy of the documents provided by the Client or made available by the exhibition management and adopts the reservations of the exhibition management as its own.

8. the client shall be liable for all items made available to him on loan up to the amount of the replacement or repair costs. This also applies to tools and installation accessories provided by the Contractor.

9. no liability shall be accepted for damage to graphics caused by high humidity or temperature fluctuations in the event halls.

10. transportation arranged or carried out by the contractor can be insured at the request and expense of the client to cover the replacement value.

11. transport damage must be reported to the contractor immediately. In the case of forwarding or rail transportation, immediate documentation of the damage is required and must be sent to the Contractor. Claims against the transport company shall be assigned to the Contractor on request.

12. goods accepted by the contractor for storage shall be insured against fire, water damage and burglary at the expense of the client on the basis of a written confirmation.

13. if documents or materials handed over by the client are to be insured against risks, the client shall be responsible for arranging this insurance. The Contractor shall only be liable for their loss or damage in the event of demonstrable intent or gross negligence.

14. the Client shall be responsible for insuring the trade fair or exhibition stand against any loss or damage during the construction and dismantling period and the duration of the event.

XV Force majeure

1. in the event of unforeseeable events such as wars, strikes, terrorist activities, natural disasters, epidemics, seizures or official interventions beyond the control of the contractor, no liability shall be assumed for any resulting delays or damages at the expense of the client.

2. if the Contractor or its representatives are unable to perform the contractual services due to force majeure or exceptional circumstances, all contractual claims shall lapse. In such circumstances, however, the Contractor shall retain the right to any part of the fee already due and to reimbursement of any costs demonstrably incurred by third parties, in accordance with any agreed payment plan. For services rendered by the Contractor after the last installment due in accordance with the payment schedule, the Contractor shall be entitled to a share of the fee corresponding to the value of the service rendered.

XVI Retention of title

1. if an agreement has been reached on the purchase of the Contractor's goods, all delivered items shall remain the property of the Contractor until all debts resulting from the contractual relationship have been settled in full.

2. the Client shall be permitted to resell the goods subject to retention of title exclusively in the ordinary course of business. The pledging or transfer by way of security of these goods by the Client is prohibited. The Client hereby assigns all claims arising from the resale of the goods subject to retention of title to the Contractor, who hereby accepts the assignment. Upon request, the Client must provide the Contractor with all information necessary to collect the claims and notify the debtors of the assignment.

3. the customer is obliged to inform the contractor immediately in writing of any enforcement measures taken by third parties with regard to the goods subject to retention of title or the claims assigned in advance and to provide all documents for intervention. Should the Buyer suffer financial difficulties or become insolvent, he shall lose the right to resell the goods subject to retention of title. At the Contractor's request, the Buyer shall be obliged to return the goods delivered subject to retention of title to the Contractor without delay.

XVII Offsetting and assignment

1. offsetting or the assertion of a right of retention by the client can only take place with undisputed, legally established claims. This shall not apply if the claim originates from the same contractual relationship against which the set-off is to be made.

2. the rights of the client arising from the contractual relationship are only transferable with the prior consent of the contractor. This applies in particular to those cases in which the contractual relationship ends after planning and design production of an exhibition stand by the Contractor.

XVIII Final provisions

1. should a provision in the contract be invalid or void, the remainder of the contract shall remain in force.

2. the place of performance and jurisdiction for all disputes arising from the contractual relationship shall be the Contractor's registered office if the Customer is a merchant, a legal entity under public law or a special fund under public law or if the Customer is domiciled abroad. In the case of

transactions with foreign customers, it is agreed that the law applicable in the Federal Republic of Germany shall apply.

3. the contractual relationship shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and private international law.