

# GPC

## General Terms and Conditions for Subcontractors of C³ Expo GmbH

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### I General

(1) The following General Terms and Conditions govern the relationship between the client, the company C³ Expo GmbH, Managing Director: Daniel Beyerle, Hans-Thoma-Straße 100, 68163 Mannheim ("Client") and the subcontractor ("Contractor").

(2) Subject to individual agreements to the contrary, the following terms and conditions shall apply to all services provided by the Contractor. 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) The formal reference to the Contractor's General Terms and Conditions is hereby rejected.

### II Scope of services

(1) The Contractor shall be responsible for all services mentioned in the individual contract, in the service specifications or in the service description together with all annexes.

The basis for the execution is the respective valid construction plan and, if available, the shipping list. In addition, the Contractor undertakes, insofar as it falls within its scope of performance, to provide all services not expressly mentioned which are necessary for the proper and high-quality fulfillment of the services mentioned. This includes in particular, but is not limited to, compliance with the generally recognized rules of architecture and construction technology as well as trade fair, exhibition and stage construction and event technology, as well as all relevant statutory and official regulations. The Contractor shall be obliged to obtain all permits and authorizations required for the performance of its services in good time.

(2) The Contractor shall also be obliged to prepare the work plans and documents required for the provision of its services, unless these are specified by the Client

(3) The Contractor is aware that strict compliance with specifications and framework conditions is required by the exhibition organizer for the realization of the respective projects or the performance of the services. This regularly applies to environmental protection, logistics, the organization of the construction site, electricity and water supply, communication connections and general working conditions. The contractor is therefore obliged to comply with such specifications and framework conditions when providing its services. The contractor must obtain the relevant conditions of the exhibition organizer himself.

### **III General contractual obligations of the Contractor**

#### **(1) Execution**

(a) When providing the services, the Contractor must strictly adhere to the specified and defined implementation planning or ensure that it is adhered to. Unless otherwise stated in the contract, the Contractor may perform an equivalent service instead of the service described. If the Contractor considers deviations from the specified implementation planning to be necessary or expedient during the realization of its services, it shall inform the Client of this in writing without delay. In case of doubt, he must prove the equivalence of the execution.

(b) When providing the services, the Contractor must strictly adhere to the specified and defined implementation planning or ensure that it is adhered to. Unless otherwise stated in the contract, the Contractor may perform an equivalent service instead of the service described. If the Contractor considers deviations from the specified implementation planning to be necessary or expedient during the realization of its services, it shall inform the Client of this in writing without delay. In case of doubt, he must prove the equivalence of the execution.

#### **(2) Implementation documents**

The Contractor's responsibility for the correctness and suitability of work plans, drawings, calculations and other technical documents shall not be affected

by the Client's acceptance or consent or approval. The Client shall not assume any liability as a result of the approval. This also applies to suggestions and recommendations made by the Contractor.

### (3) Duty to cooperate

(a) The parties are obliged to cooperate closely during the execution of the contract.

(b) In addition, the Contractor undertakes to cooperate with all third parties involved in the project in any way as often and to the extent necessary.

(c) The parties agree that joint meetings and other meetings, including with third parties, may be necessary for the performance of the contract. These meetings and gatherings shall be organized by the Client in such a way that the best possible contractual performance of the services is guaranteed. The Contractor is therefore obliged to participate, unless this is unreasonable in individual cases.

### (4) Material delivery and storage

All deliveries to the construction site or place of use must be coordinated in good time with the client or its representative. Logistics concepts of the client and the exhibition organizers must be observed in all cases and their specifications followed. Incomplete deliveries of materials must be reported to the client immediately.

### (5) Employees of the Contractor

(a) The Contractor undertakes, if necessary for the proper and timely provision of the services, to employ a sufficient number of employees to guarantee compliance with the contractual obligations. The Contractor shall ensure compliance with the statutory provisions applicable at the place of performance, in particular the provisions of labor and social law and the special provisions of the exhibition organizer in connection with the employment of employees. The Contractor undertakes to constantly monitor the personnel employed by it; the selection and monitoring obligation shall be the sole responsibility of the Contractor.

(b) The Contractor shall, insofar as this is required by the services to be provided by it or requested by the Client, name one or more superior contact persons and a competent representative to the Client immediately after

conclusion of the contract. The latter shall be present at the construction site or place of use at the required times.

(c) The Contractor guarantees that the named contact persons are authorized to issue instructions and make decisions and are authorized to effectively bind the Contractor. The Contractor shall notify the Client in writing in advance of any change in these contact persons. In the event of imminent danger, the Client shall make the necessary decisions and issue the necessary instructions itself. The Contractor alone shall be responsible for all personnel administration and disciplinary measures; however, the Client may demand the removal of the Contractor's employees from the construction site or place of use if they prove to be personally or professionally unsuitable.

(d) The Contractor shall ensure that all workers employed by it behave in an environmentally friendly manner and are aware of safety and fire protection.

#### (6) Commissioning of third parties

(a) The Contractor shall only be entitled to commission third parties to provide contractually owed services or parts of these services with the written consent of the Client.

(b) The client must be informed in writing of the nature and scope of the services as well as the name and address of the intended subcontractor prior to the intended commissioning. The Contractor undertakes to assign services only to subcontractors who are competent, efficient and reliable. This also includes ensuring that they have fulfilled their legal obligations to pay taxes and social security contributions and meet the requirements of trade law. The use of third parties does not release the contractor from its sole obligation to the client to fulfill the contract in full.

#### (7) Monitoring right

(a) The Client shall be entitled to monitor the performance of the services and to enter the sites where the services are provided during normal business hours. The Contractor shall pass on the corresponding obligation to third parties acting on its behalf. The Client shall be entitled to inspect all documents relating to the performance of the services, including all electronically stored data.

(b) In order to ensure the quality standard, the Client is entitled to issue instructions to the Contractor at any time regarding execution. The Contractor shall observe and implement these instructions.

## IV Special contractual obligations of the Contractor

### (1) Price guarantee

If the parties have agreed a lump-sum remuneration, the Contractor guarantees that its services can be realized and rendered within the scope of this lump-sum remuneration. This lump-sum price shall cover all services necessary for the functional and defect-free, timely and ready-for-occupancy completion of the order.

### (2) Date guarantee

(a) The Contractor guarantees unconditional compliance with agreed deadlines and time limits. Deadlines and dates agreed in this way can only be changed by mutual agreement if this is necessary due to the stage of development of the project or other circumstances. The Contractor also guarantees compliance with dates and deadlines that have been changed by mutual agreement.

(b) If there is reason to assume that the Contractor's services cannot be completed on the scheduled dates or if delays have already occurred, the Contractor shall in any case inform the Client of this immediately in writing, stating the reasons, and submit proposals as to how timely completion of the services can be ensured. This shall also apply to changes to services or additional services provided.

(c) If the Contractor is nevertheless culpably in default with the completion of the services, the Client may claim damages in the amount of the damage actually incurred and assert a contractual penalty in the amount of 0.2% of the net order amount per calendar day of the deadline being exceeded, up to a maximum of 10% of the net order amount, for each case of each individual deadline or deadline being exceeded. The Contractor shall be at liberty to prove that it is not at fault for the failure to meet the deadline and/or that no damage or damage in the amount of the contractual penalty has occurred. Further claims for damages on the part of the Client shall remain unaffected. The contractual penalty shall be offset against such claims for damages.

(d) The Contractor may only invoke lack of fault if it has reported an obstruction, unless the obstruction is obvious.

### (3) Subject to change / additional services

(a) The Contractor acknowledges that the final decision on all material issues relating to the performance of the services lies with the Client. If the Client requests changes or additions to the Contractor's services and if, in the Contractor's opinion, these lead to additional costs, the Contractor must inform the Client of this immediately in writing and provide a detailed breakdown of the scope of the expected additional expenditure. Only if the Client nevertheless requests the implementation of such instructions shall these additional services be carried out and only then shall the Contractor be entitled to the additional remuneration.

(b) If the Client's customer requests the Contractor to carry out changes or additional services directly, the Contractor shall in any case be obliged to inform the Client of this immediately. The Contractor shall not be entitled to perform such services without a written declaration of approval from the Client. If the Contractor nevertheless performs such services without the Client's declaration of approval, there shall be no claim to remuneration and the Contractor shall be obliged to reimburse the Client for any additional expenses incurred as a result. If the Contractor does not notify the Client of delays caused by changes to services or additional services at the latest when submitting its offer for changes to services or additional services, an extension of the contractually agreed execution time due to the change to services or additional services shall be excluded, unless the necessity of the service is obvious.

### (4) Duty of care

(a) If the Contractor is entrusted with objects or goods (documents, exhibits, stand construction materials, vehicles, tools, software, etc.) in connection with the provision of its services that are the property of the Client or other third parties, the Contractor shall be obliged to treat them with particular care and diligence. Unless otherwise stipulated in the order, the Contractor shall be liable for damage and/or loss resulting from culpable breach of this duty of care.

(b) Any damage and/or loss to these objects and goods must be reported by the Contractor to the Client without delay, describing the exact circumstances. The Contractor shall be obliged to undertake all cooperative actions necessary to realize any insurance claims in this regard.

(c) If the Contractor accepts objects or goods (documents, exhibits, stand construction materials, vehicles, tools, software, etc.), in particular from third parties, which are the property of the Client or other third parties and which go beyond the scope of the existing scope of services (e.g. material list), the Contractor shall take personal custody of these and shall be liable for damage and/or loss resulting from culpable breach of this duty of care.

#### (5) Use of the client's vehicles

(a) If the Contractor is involved in a traffic accident, damage caused by game, fire or the like during the use of the vehicle, whether through fault or not, the Contractor shall immediately arrange for the accident or damage to be recorded by the police. The Contractor shall also provide the Client with a written accident report, including a sketch of the accident if applicable, in which the Contractor shall also record the names and addresses of the parties involved and witnesses in writing.

(b) The Contractor shall be liable for all culpably caused damage to the vehicle, insofar as this is not covered by the respective vehicle insurance. In the event of gross negligence, the statutory liability rules shall apply. The Contractor shall be liable in the same way for damage caused by its family members, workers, employees, co-drivers, etc.

(c) Compliance with existing regulations and laws, in particular road traffic regulations, during the use of the vehicle is the sole responsibility of the Contractor. The Contractor shall indemnify the Client against all fines and warnings, fees or other costs levied by the authorities against the Lessor for such violations.

(d) If damage is discovered on the return of the vehicle that was not listed in the handover protocol, it shall be assumed that the Contractor is responsible for the damage, unless it can prove that the damage already existed when the vehicle was taken over.

## V Decrease

(1) As a rule, acceptance shall only take place after the contractual services have been rendered in full. Each acceptance must be formal; tacit acceptances, for example by commissioning a specific trade, are excluded.

(2) If the services have not been provided in accordance with the contract in whole or in part, the client may refuse acceptance if the defects are significant.

(3) A corresponding acceptance report must be signed for each acceptance. This does not exclude the assertion of subsequently identified defects.

(4) The Contractor shall immediately remedy or have remedied any defects identified during acceptance or subsequently identified, insofar as the Contractor is responsible for them. The Contractor shall bear the expense and any additional costs for remedying the defects. The Contractor shall do everything reasonable within its power to ensure timely completion of the project for the Customer.

## **VI Offsetting / Retention**

Offsetting or the assertion of a right of retention by the Contractor can only take place with claims against the Customer that are undisputed, legally established or ready for decision. This shall not apply if the claim originates from the same contractual relationship against which the set-off is to be made.

## **VII Remuneration**

(1) Unless otherwise agreed in the contract/order, the agreed remuneration shall cover all other costs and ancillary costs, such as the costs of planning and preparing other documents, communication costs, travel costs, etc.

(2) The agreed remuneration shall also cover the transfer of the rights of use and exploitation in accordance with these terms and conditions.

(3) The Contractor shall be charged a flat-rate hotel booking fee of €15.00/person for each project, provided that the Client has booked the hotel accommodation for the Contractor. If the hotel booking fee is disproportionate to the remuneration for the work, the Client may, at its own discretion, minimize or suspend this fee in individual cases.

(3) Invoices shall be sent to the address specified by the Client and shall contain the information required by the Client (e.g. order number, project name, project number, etc.) and the corresponding proof of performance.



All payments by the Client to the Contractor shall be made exclusively on the basis of an invoice. Invoicing to the Client must be carried out exactly in accordance with the formal, content-related and time-related specifications.

(3.1) When working together for the first time, the Contractor is obliged to provide the Client with its financial documents, such as

- Business registration
- Tax number
- Clearance certificate from the tax office
- Clearance certificate from the BG
- Clearance certificate from the health insurance company
- Confirmation of public liability insurance

The contractual partner shall be responsible for all consequences/delays resulting from non-compliance with these obligations.

(4) Unless otherwise agreed, invoicing shall generally only take place after the service has been provided in full.

(5) The following terms of payment are agreed: within 30 days of receipt of invoice without deduction, payment within 14 days less 3% discount.

The period shall commence upon receipt by the client of a proper and verifiable invoice and the signed contract for work, if necessary. The client is entitled to reject invoices that are not properly marked.

## **VIII Liability of the Contractor**

(1) Unless otherwise stipulated in the contract/order, the Contractor shall indemnify and hold the Client harmless on first demand from and against all costs, expenses, losses, claims for damages and obligations which the Client incurs or may incur as a result of a culpable breach by the Contractor of a provision of the order/contract or these Terms and Conditions, in particular from such claims by the Client/Customers.

(2) The Contractor shall also indemnify the Client and the persons entrusted by the Client with the implementation or monitoring of accident prevention, environmental protection, fire protection and dangerous goods regulations against all claims on first demand which are directed against the Client or the aforementioned persons due to damage arising from a breach of the

regulations to be observed by the Contractor in connection with the provision of its services.

(3) The liability of the Client for damages and expenses based on simple negligence is excluded unless the claims are based on the breach of contractual obligations, the proper fulfillment of which is essential for the execution of the contract and on the fulfillment of which the Contractor may regularly rely (hereinafter referred to as "cardinal obligations") or claims for injury to life, limb or health are affected. This also applies to breaches of duty by vicarious agents of the Client. Claims based on the Product Liability Act also remain unaffected. In the event of a claim for payment, the Contractor's claims for default interest shall remain unaffected by the above. The same applies to the claim of a claim for payment to the lump sum in accordance with Section 288 (5) BGB or to compensation for the damage that is based on the costs of legal action.

(4) Insofar as a cardinal obligation is negligently breached, the liability of the Client shall be limited in amount to such damages and expenses that are typically associated with the contract and are foreseeable.

## IX Secrecy

(1) The Contractor undertakes to use the data and documents provided to it exclusively for the provision of the services. The Contractor undertakes to maintain confidentiality with regard to all information or processes that become known as a result of the business relationship between the parties and the provision of the services as well as with regard to all documents received. This shall also apply to all other internal matters of the contracting parties or other third parties involved. Any disclosure of documents or data, in whatever form, is only permitted with the written consent of the client.

(2) The Contractor is obliged to maintain strict confidentiality regarding all information or processes that become known in connection with the provision of the services. This applies in particular, but not exclusively, to developments, ideas, offer contents, customer data, purchasing sources and conditions.

(3) The Contractor may only disseminate or release for dissemination public statements relating to the activity for the Client and in particular to the provision of the services with the express written consent of the Client. The Contractor shall only be entitled to refer to its services for the Client as part of its own public relations work with the express written consent of the Client.

(4) For each case of culpable breach of this confidentiality agreement, the Contractor promises a contractual penalty, the amount of which shall be at the reasonable discretion of the Client and, in the event of a dispute, shall be reviewed by the competent court for its appropriateness. The assertion of further claims for damages shall remain unaffected by this. Any breach of the confidentiality obligation shall justify the termination of the contractual relationship by the Client without notice and the assertion of claims for damages.

## **X Rights of use**

Any plans, drafts, drawings, concept descriptions, etc. of the Client that come to the attention of the Contractor shall remain the property of the Client with all rights, even if they have been handed over to the Contractor. Authorization for use by the Contractor requires express written agreement, irrespective of whether or not special protection rights or copyrights exist. The documents shall be deemed to be entrusted to the Contractor within the meaning of § 18 UWG. The Contractor undertakes to refrain from any other use in any form, in particular reproduction and distribution and disclosure to third parties as well as making changes without the express consent of the Contractor.

## **XI Customer protection clause / non-competition clause**

(1) The Contractor undertakes not to use customer names or customer-related data, which it has obtained through its work for the Client or on the respective construction site, in any way for its own purposes. This obligation does not include the Contractor's right to forward all data to third parties which are necessary for the execution of the order.

(2) In particular, the Contractor undertakes not to enter into direct business contact with the Client's customers itself and not to work for them either directly or via third parties. Furthermore, the Contractor undertakes not to enter into any business contact with the Client's customer if the Client or a third party commissioned by the Client establishes the contact.

(3) The Contractor shall be obliged not to use for itself or for third parties any documents and information which it has received from the Client or from the Client itself in connection with the performance of the contract, or any knowledge and information about the Client obtained from this.

(4) The Contractor shall pay a contractual penalty of € 5,000.00 for each case of culpable infringement of the above non-competition clause in paragraphs 1, 2 and 3. If the infringement continues despite a written warning by the Client, a contractual penalty of € 5,000.00 shall be payable for each additional month of infringement commenced. The Client's claims for compensation for any further damages as well as for injunctive relief against the Contractor in the event of any future breach of the prohibition remain expressly unaffected by this.

(5) Within the scope of this agreement, the Contractor undertakes to return to the Client all documents, data carriers and all other working documents received for the execution of the contract, including any copies made, after the end of the order.

In this respect, the Contractor waives any right to refuse performance and/or right of retention and at the same time assures the completeness of the return.

(6) The Contractor shall pay a contractual penalty of EUR 2,000.00 to the Client for any breach of the obligation under paragraph 5.

## **XII Termination of contract**

(1) The Client may terminate the order/contract in whole or in part at any time until the services have been provided in full, in particular if the Client/Customer has terminated the contract with the Client. In the event of such termination, the Contractor shall only be entitled to remuneration for the services rendered up to receipt of the notice of termination.

(2) The Client may also terminate this contract without notice for good cause. The prerequisite for this right of termination is that the Client has previously requested the Contractor to remedy the good cause without success by setting a reasonable deadline. Good cause shall be deemed to exist in particular if the Contractor has persistently or grossly breached its contractual obligations, in particular if it fails to meet agreed deadlines or provide agreed securities or fails to properly meet its financial obligations or is insolvent. There is no need to set a deadline in the cases specified in Sections 636, 281 II and 323 II BGB. Likewise, there is no need to set a deadline if the important reason cannot be eliminated for factual reasons.

(3) In the event of termination for good cause, the services rendered by the Contractor up to the time of termination shall be remunerated in accordance with paragraph (1) of this provision, unless the services are useless. Any claims for damages on the part of the Client shall remain unaffected.

(4) Any notice of termination must be given in writing.

(5) In the event of termination of the contract, regardless of the legal grounds, the Contractor shall be obliged to return all documents and data received or created by it in relation to its services to the Client without delay. The rights of use and exploitation granted to the Client shall not revert to the Contractor. In this respect, any rights of set-off and retention are excluded.

### **XIII Narcotics (BTM) and alcohol**

The Contractor is strictly prohibited from taking BTM and alcohol during the construction project. The same applies to the provision of work services under the influence of BTM and alcohol. If the Contractor is found to be under the influence of alcohol or BTM, the Client reserves the right to adequately reduce the Contractor's construction work. If the Contractor causes damage while under the influence of BTM or alcohol during the construction project, he shall be exclusively liable for all costs incurred and claims for damages. The contractor is obliged to cooperate in the detection of suspected consumption.

### **XIV Data protection**

The Contractor undertakes to conclude the confidentiality and data protection agreement with the Client and to strictly adhere to these provisions.

### **XV Corona cancellation conditions**

(1) Force majeure

If, after a project has been commissioned or during assembly/dismantling, the trade fair is canceled/terminated prematurely due to force majeure, such as

a pandemic, we will cancel the order without acknowledging any costs (cancellation fees) on our part.

(2) Any costs incurred due to pandemic-related protective measures shall be borne by the Contractor and made available to the Client upon request.

## **XVI Final provisions**

(1) These Terms and Conditions shall apply to all legal relationships between the Client and the Contractor, irrespective of whether reference is made to them in subsequent agreements in individual cases.

(2) The place of performance and place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of the Client, insofar as the Contractor is a registered trader, legal entity under public law or special fund under public law or the Contractor has its registered office abroad. 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.