

General Business Terms

A. General Provisions

I. Subject matter of the Contract, Conclusion of the Contract, Amendments

1. These Terms and Conditions of Business shall apply to all services mentioned in the contract.
2. An effective contract shall come into being only if we submit or confirm our offer in text form, and the customer accepts the offer likewise in text form within the period mentioned therein. Contract amendments shall also only be effective if they are confirmed by us in text form.
3. Only our executive directors and fully authorised officers shall be entitled to conclude contracts and agree upon provisions that deviate from these Terms and Conditions of Business; our holders of commercial power of attorney who sign by proxy shall also be entitled to agree upon contract amendments.

II. Prices and Taxes, Terms of Payment

1. Value-added tax at the rate set by law shall be added to the agreed prices and to the advance payments mentioned below.
2. The customer shall, as an event organiser and tax debtor, bear all other levies arising in connection with an event, for example the entertainment tax.
3. Our invoices shall fall due once the customer receives them. Deductions shall be impermissible.
4. We shall be entitled to demand that an advance payment of up to 50 % of the calculated costs mentioned in the contract be made upon the conclusion of the contract and a further 25 % be made by the 10th business day before the event. In the event of circumstances indicating that our claims are at risk, we shall be entitled to demand an advance payment of the full costs calculated or the provision of collateral equal to this sum.
5. The customer shall be entitled to set off with counterclaims only if these are undisputed, have been acknowledged by us in text form or have been determined on a final and nonappealable basis. The customer shall be entitled to exercise a right of retention only if its counterclaim is based on the same contractual relationship, and we own the item retained.

III. Rescission, Cancellation, Change of the Number of Participants

1. We shall be entitled to rescind the contract, if
 - a) the customer defaults on advance payments or on the provision of collateral that we demand under Section II. 4.
 - b) or we have justified reason to assume that the event could jeopardise the smooth running of our company's business, our company's security or our company's public reputation, except where this is imputable to us.

In the event of rescission, we shall be entitled to demand lump-sum damages for the loss incurred upon us, but at least 25 % of the calculated costs mentioned in the contract.

2. The customer shall be entitled to cancel the contract free of charge only if it is entitled to a right of rescission. In the event of other cancellation, we shall be entitled to demand compensation for the loss incurred upon us, but at least lump-sum damages in accordance with the following scale:

- a) 35 % of the calculated costs mentioned in the contract in the event of cancellation no later than thirty days before the agreed date of service,
 - b) 70 % in the event of cancellation no later than five days before this date,
 - c) 90 % in the event of cancellation at a later point in time.
3. The customer shall remain entitled to prove to us that the loss incurred upon us is lower than the lump-sum damages demanded in the event of rescission and cancellation.
4. If the number of participants changes (falls or increases), the prices for our services and the costs calculated shall be adjusted. In this respect, the changes to the scope and nature of our services

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that are necessary owing to the new number of participants shall be taken into account. If the number of participants is reduced, however, we may demand a minimum payment in accordance with the following scale:

- a) 80 % of the calculated costs mentioned in the contract in the event of a reduction no later than thirty days before the agreed date of service,
- b) 90 % in the event of a reduction no later than five days before this date,
- c) 100 % in the event of a reduction at a later point in time.

5. The date when we receive the customer's declarations in text form shall be decisive for compliance with the time limits mentioned in Section IV. 2 and Section IV. 4.

IV. Set dates

If the agreed start or finish times are deferred at the customer's request, we shall be entitled to invoice the extra costs arising as a result thereof.

V. Warranty

1. Only the descriptions given in the contract shall be decisive for the quality of our services. The details provided in the contract shall be guarantees of quality only if they are expressly referred to as such therein.
2. The goods delivered by us shall be produced in accordance with the HACCP (Hazard Analysis and Critical Control Points) concept.
3. The customer shall give prompt detailed notification in text form of any obvious defects. Otherwise our service shall be deemed to conform to the contract in this respect.
4. Defect-related claims shall become statute-barred 12 months after our service.

VI. Liability

1. We shall not be liable for changes to our services insofar as these changes have been brought about by external factors beyond our influence (environmental influences, technical conditions outside of our premises, or equipment and software etc. brought along by the customer for the event). Nor shall we be liable for disruptions to service due to force majeure, such as strike, natural disasters or acts of violence or due to other reasons not imputable to us. In these cases, the customer shall be entitled to rescind the contract only if the prerequisites for frustration of the contract under Section 313 BGB [German Civil Code] are met. Further claims of the customer, in particular to compensation for expenditure or loss, shall not exist in these cases. In all other respects, we shall be liable for nonconforming services in accordance with the statutory provisions. In the case of ordinary negligence, however, we shall be liable only for compensation for the foreseeable loss typical of this type of contract, except in cases where a breach of duty has caused mortal injury, bodily harm or health damage. Claims under the Produkthaftungsgesetz [Product Liability Act] shall not be limited.
2. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our authorised agents.

VII. Third-party Services

If we act as an intermediary for services of third parties (artists etc.), we shall be liable only for the careful selection of those third parties.

VIII. Third-party Property Rights, Permits

1. The customer shall ensure that no third-party property rights, in particular copyrights, are infringed. It shall also obtain any and all necessary official permits.
2. The customer shall indemnify us against liability, if third parties bring a claim against us on account of any infringement of property rights by the customer or by government agencies on account of lacking permits.
3. We shall be entitled to refuse to render our services until the necessary third-party declarations or the necessary official permits have been received. The customer's duty to pay the agreed prices shall remain unaffected hereby.

IX. Data Processing

The customer is in agreement that we shall electronically process and use data made available to us in connection with the rendering of the services.

X. Miscellaneous

1. German law shall apply.
2. If the customer is a merchant, a legal entity under public law or a special fund under public law, Düsseldorf shall be the place of jurisdiction for all disputes arising from or in connection with the contract concluded. We shall be entitled to also bring an action against the customer at its place of general jurisdiction.
3. If any of these terms and conditions or any individual provisions in the contract are ineffective, this shall not affect the effectiveness of the other provisions. The same shall apply in the event of an omission. Any ineffective provision is to be replaced by, or any omission is to be filled by, an effective provision that most closely fulfils the commercial purpose of the provision to be replaced.

B. Special Agreements on Events in our Premises

I. Change, Usage

1. Any change of venue and any other substantive effect or effect on accessories, as well as any use beyond the use contractually agreed upon with us shall require our prior consent in text form.
2. The customer shall be solely responsible for the use of the technical equipment and software brought along by it.

II. Putting Up Material, Promotional Use

1. We may prohibit the customer from putting up decorations or event material of any kind, if these do not conform to the statutory or official provisions governing the use of our premises or, provided that we have given the customer prior notification hereof, to the contractual provisions between us and our landlords or lessors. The customer shall be entitled to assert rights on the basis of this prohibition only if we had assured the customer beforehand in text form that this material is usable.
2. Any use of our premises for advertising purposes, as well as the affixing of any form of advertising material shall require our prior consent in text form.

III. The Customer's Liability

1. The customer shall be liable for any damage to or improper handling of our property or our premises, even if this is caused by third parties during its event.
2. Furthermore, the customer shall be liable for any damage caused to our premises, our technical facilities or our fixtures and fittings as a result of the event, and shall indemnify us against all third-party claims based on such damage.
3. On request, the customer shall submit proof that adequate liability insurance has been taken out, or provide adequate collateral.

Special terms for Catering at Trade-Fair Stands

1. Orders for foodstuffs included in the standard offer may be cancelled up to 24 hours before the agreed time of delivery.
2. At the customer's request, we will retrieve any unopened and undamaged containers (crates or cases, cartons, etc.), for which the customer shall receive credit.
3. Any undamaged containers and any tableware (inventory) provided by us shall be retrieved on the last day of the trade fair or event. Damaged or lost inventory or damaged consumer goods shall be charged to the client value as new cost.

3. General business terms

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