

# General Terms and Conditions Adexpo GmbH

## Article 1: Definitions

- 1.1 In these general terms and conditions, the following terms have the following meanings:
- 'General Terms and Conditions': These General Terms and Conditions;
  - 'ADEXPO GmbH': The lessor of designer furniture for trade fairs, events, and organizations. Based in Neuss Germany according to the articles of association, hereinafter referred to as *Adexpo*.
  - 'Event': a trade fair, exhibition, congress, event, or other type of live communication;
  - 'IP-Rights': Rights to intellectual creations, such as copyrights, design rights, trademark rights, trade name rights, database rights, patent rights;
  - 'Assignment': means every order that Adexpo has to carry out for the client under the contract, including the provision of services and items for sale and/or rental;
  - 'Client': is any natural or legal person who contacts Adexpo in connection with a possible contract or who has concluded a contract with Adexpo;
  - 'Contract': refers to the contract between Adexpo and the client under which Adexpo executes an order from the client;
  - 'Party': *Adexpo* or client individually;
  - 'Parties': *Adexpo* and client together;
  - 'in writing': means in writing or by email.

## Article 2: General

- 2.1 These General Terms and Conditions apply to all offers and contracts as well as to all other related legal relationships between the parties.
- 2.2 Deviations from or additions to these General Terms and Conditions are only effective if they are expressly agreed to in writing by the parties. The agreed deviations and/or additions only apply once. If a different agreement is made between the parties at a later point in time, the present version of these General Terms and Conditions shall apply.
- 2.3 If any provision of these General Terms and Conditions is invalid, void, or cannot be enforced by the parties for other reasons, Adexpo has the right to replace this provision with a valid and enforceable provision, whereby the purpose and intention of the original provision are retained as far as possible. In this case, the other provisions remain in full force and unaffected.
- 2.4 Should there be any discrepancies between the content of the different language versions of these General Terms and Conditions, the text of the German language version shall prevail.

## Article 3: Offers, contracts, and obligations of the client

- 3.1 Unless otherwise stated in the offer, all offers are valid for 30 (thirty) days.
- 3.2 Offers are made in writing.
- 3.3 The contract is only concluded if the offer has been accepted in writing within the period specified in Article 3.1 and this acceptance has been received by Adexpo within the period specified in 3.1.
- 3.4 If Adexpo has reservations and/or makes changes to

the original offer in its acceptance, the contract will not come into existence, in deviation from the provisions in paragraph 3 of this article, until Adexpo has informed the client in writing that it has made these reservations and/or changes and the client has accepted them.

- 3.5 Subsequent subsidiary agreements or changes as well as (verbal) promises and/or agreements with subordinates and/or employees of Adexpo only bind Adexpo after they have been confirmed in writing by Adexpo.
- 3.6 The customer ensures that Adexpo receives all necessary information, documents, and data that Adexpo needs for the execution of the order in a timely manner. The client is liable for the damage suffered by Adexpo and for all additional costs that Adexpo incurs as a result of the aforementioned information not being available on time.
- 3.7 *Adexpo* is never liable for defects in the service that can be traced back to incorrect or incomplete information provided by the client. The client is liable for damages that arise from the fact that the information provided to Adexpo is incorrect or incomplete. The client releases *Adexpo* from any claims by third parties with regard to the use of drawings, calculations, and other data made available by or on behalf of the client.

## Article 4: Cancellation or change

- 4.1 Unless otherwise agreed in writing: If the client cancels a contract in full or in part up to 10 calendar days before the delivery date specified by *Adexpo*, *Adexpo* is entitled to 30% of the contractual price:
- the entire agreed order amount in the case of a complete cancellation; or
  - the part of the contract price that relates to the part of the contract that is canceled;
- to invoice the client for the costs, increased by the costs already incurred in connection with the execution of the contract or the canceled part thereof.
- 4.2 If the client cancels the contract in whole or in part within 10 calendar days before the delivery date specified by Adexpo, the client is obliged to pay the entire order amount.
- 4.3 If a contract is changed at the client's request and by mutual agreement, Adexpo is entitled to invoice the client for the additional costs caused by this change. The originally agreed delivery time is no longer binding in the event of a change.
- 4.4 *Adexpo* can only cancel an offer or a contract if the client informs *Adexpo* in writing within 30 (thirty) calendar days from the date on which the offer was made or within 8 (eight) days from the date on which the contract was concluded about the cancellation.
- 4.5 In the event of a partial withdrawal, the offer or the contract shall otherwise remain in effect.

## Article 5: Pricing

- 5.1 The prices stated in the offer apply to the order,

unless circumstances arise after the conclusion of the contract, but before the order is executed, which result in a change in the price.

- 5.2 Unless otherwise stated in writing, Adexpo's prices are as follows:
- on the basis of the purchase prices, freight costs, rental prices, insurance premiums and other costs applicable at the time the offer is submitted;
  - All costs that are invoiced to Adexpo by third parties after the start of the order are borne by the client;
  - excluding VAT and the import and export duties applicable at the time, other taxes, duties and customs duties, both domestically and abroad;
  - in euros and possible changes in exchange rates are passed on.
- 5.3 Price lists are carefully drawn up. However, Adexpo is entitled to change the prices after conclusion of the contract due to errors in the price list.
- 5.4 With regards to offers, there is no obligation to deliver part of the total service at the amount specified for this part in the offer or at a proportionate part of the price specified for the whole.

#### Article 6: Delivery in general

- 6.1 The delivery of the agreed services and goods begins at the time specified in the offer or in the written confirmation in accordance with Section 3.4 of these General Terms and Conditions.
- 6.2 The delivery times specified by Adexpo are not binding. The delivery times specified by Adexpo are based on the working conditions that apply at the time the offer is sent or the confirmation mentioned in Article 3.4 of these General Terms and Conditions. If a delay occurs through no fault of Adexpo, the delivery time is extended accordingly. The delivery time is also extended if the delay on the part of Adexpo is due to the non-fulfillment of a contractual obligation or an obligation on the part of the customer to cooperate.
- 6.3 If the delivery cannot take place in the agreed manner for reasons for which the client is responsible, Adexpo is entitled to invoice the client for the resulting costs.
- 6.4 *Adexpo is entitled to make a partial delivery.*
- 6.5 The client must ensure that the agreed delivery or collection location is easily accessible, free of obstacles, dry and clean. If the delivery or collection of the goods is delayed or even made impossible due to the failure of the client, the client must bear the resulting additional costs. The specified rental price is based on delivery on the ground floor and the suitability of the floor for pallets, (electric) lift trucks, and moving trucks. If delivery on the ground floor is not possible and/or the floor is not suitable for (electric) lift trucks and moving trucks, Adexpo is entitled to charge additional costs due to additional work during delivery.

#### Article 7: Delivery and right to complain

- 7.1 The client is obliged to be present at the delivery in order to check the delivery and to receive it. Adexpo

informs the client verbally or in writing of the delivery time so that the delivery can be inspected.

- 7.2 Complaints must be sent to Adexpo immediately during delivery. If the complaint is considered to be justified, Adexpo will submit a corresponding offer within a reasonable period that is in reasonable proportion to the claim.
- 7.3 *Adexpo delivers good commercial quality.* Notwithstanding the restrictions stated in these conditions, Adexpo guarantees the integrity of the goods delivered, provided that all instructions for proper handling have been observed.
- 7.4 Due to different production times at suppliers, there may be slight color or size deviations. *Adexpo* will endeavor to prevent this at any time, but cannot be held responsible for minor deviations in relation to the aforementioned criteria. The aforementioned deviations do not release the client from acceptance.
- 7.5 If the delivered goods are not in accordance with the agreed-upon contractual specifications, Adexpo is to be granted the right to repair.
- 7.6 If there is a defect in the goods during the rental period, Adexpo will endeavor to remedy this defect, but only to the extent that it can be reasonably demanded from Adexpo, provided Adexpo is not responsible for the defect.
- 7.7 The return of the rented goods for the purpose of exchange or repair is at the expense and risk of the client, but only after approval by *Adexpo*.
- 7.8 Complaints about invoices must be made within 8 (eight) days after receipt of the invoice and in writing only. If the client has not complained within the aforementioned period and/or has not given Adexpo the opportunity to repair, the right to complain expires.
- 7.9 The order is considered completed and accepted by the client if the client is not present at the announced completion or if no complaints are made during the completion.

#### Article 8: Property

- 8.1 Unless otherwise agreed in writing, the goods delivered and/or made available in the context of the execution of the order remain the property of Adexpo.
- 8.2 If the parties have agreed that the ownership of the goods delivered within the scope of the order will be transferred to the client, the transfer of ownership takes place at the moment when the client has fulfilled all his contractual (payment) obligations and all claims from the failure to perform this contract, including any resulting damage, interest, and costs.
- 8.3 During the period specified in paragraph 2 of this article, the client is prohibited from selling, pledging, or otherwise encumbering, renting, lending, or otherwise removing control of the goods delivered, unless this is done as part of its normal operations. The client is obliged to treat and store the delivered goods with due care and as recognizable property of *Adexpo*.
- 8.4 *Adexpo* has the right to retrieve the delivered goods immediately from the place where they are located or to have them retrieved if the client does not meet

his obligations in accordance with paragraph 2 of this article. The client will cooperate and irrevocably authorize Adexpo to enter all places where Adexpo property is located. All costs associated with the retrieval of these goods are borne by the client. Adexpo is also entitled to claim any damage to the goods from the client or to charge the client for any impairment of the goods.

- 8.5 If third parties assert rights to the goods delivered by Adexpo subject to retention of title, or if the client knows that third parties intend to assert rights to these goods, he must inform Adexpo of this immediately in writing. The person making the complaint is obliged to inform the attachment debtor or third party in writing of the property of Adexpo and to send Adexpo a copy of it.

#### Article 9: Billing and payment

- 9.1 Unless otherwise agreed in writing, payment must be made within fourteen (14) days of the invoice being issued.
- 9.2 Adexpo is entitled to demand full or partial advance payment of the agreed price from the client. Payment of this advance payment must be made within the payment term stated on the invoice. As long as the required advance payment has not been made, Adexpo is not obliged to (further) fulfill the contract.
- 9.3 Payment is made without any deduction or offsetting, unless a counterclaim is expressly recognized by Adexpo or has been irrevocably legally established.
- 9.4 If the payment obligations mentioned in paragraphs 1 and 2 of this article are not fulfilled on time, the customer is legally in default. In this case, Adexpo is entitled to suspend the obligations from the contract or to terminate them in whole or in part. In addition, Adexpo is entitled to charge interest of 9% per year on the amount due, without further reminders or notice of default, for the period in which the customer is in default unless the statutory (customary) Interest rate is higher, in which case this interest rate applies. Part of a month is rated as a full month.
- 9.5 Adexpo's claim to payment by the client is due immediately and is payable as soon as:
- the deadline for payment has passed;
  - the client has an application for bankruptcy or a suspension of payment is requested;
  - Client or company is dissolved, liquidated;
  - Client (natural person) applies for approval for judicial rescheduling, is placed under guardianship, or dies.
- 9.6 All judicial or extrajudicial costs that Adexpo incurs as a result of non-fulfillment of the (payment) obligations of the client shall be borne by the client.

#### Article 10: Risk

- 10.1 After delivery, the delivered goods are transferred at the expense and risk of the client. The risk does not pass to Adexpo again until the point in time at which the delivered goods have completely returned to Adexpo's possession.
- 10.2 If the delivered goods are not available on the agreed

return date, Adexpo will charge an additional rental period or the costs for additional transport (at Adexpo's discretion).

- 10.3 The client is obliged to notify Adexpo immediately of any loss, theft, loss, or damage to the goods delivered by Adexpo as part of the order and is obliged to fully compensate for any damage to these goods, regardless of cause.

#### Article 11: Liability

- 11.1 Adexpo is only liable for direct damage suffered by the client during or on the occasion of the performance of the contract.
- 11.2 If determined that Adexpo is liable for damage that is not covered by insurance, the damage is limited to a maximum of twice the amount (excluding VAT) that the client of Adexpo owes on the basis of this contract.
- 11.3 Adexpo is never liable for indirect damage of the client. Indirect damage includes, among other things, consequential damage, lost profit, incurred losses, and costs, as well as lost orders and lost savings, damage due to production or business interruption or standstill.
- 11.4 Adexpo is not liable for damage caused by its subcontractors and/or third parties engaged to fulfill the contract.
- 11.5 Adexpo is never liable for deviations in size, color, price or other specifications, such as shown on photos, 3D files, website articles, offers or price lists.
- 11.6 The limitations of liability in this article do not apply if and to the extent that Adexpo's liability for the damage in question is insured and payment is made under the insurance. If a deductible applies, the deductible will be deducted from the amount for which Adexpo is liable. However, Adexpo is not obliged to assert any rights from this insurance if the client makes use of it.
- 11.7 The client's claim for damages only becomes due when the client has fulfilled all payment obligations towards Adexpo.
- 11.8 The customer indemnifies Adexpo from all claims by third parties in relation to the goods delivered by Adexpo, regardless of the cause or the time at which the damage occurred.
- 11.9 When the goods are returned, they must be in the same condition in which they were delivered by Adexpo.
- 11.10 Any liability under mandatory law remains unaffected by the above provisions.

#### Article 12: Force majeure

- 12.1 Force majeure on the part of Adexpo exists if Adexpo is prevented from fulfilling its obligations under the contract due to circumstances beyond the control or risk of Adexpo, even if this was foreseeable at the time the contract was concluded. Force majeure includes, in particular, war / threat of war, (threatened) terrorism, civil war, riot, revolution, pandemic, epidemic, acts of war, fire, water damage, flood, official measures, import and export restrictions, machine defects, strikes, sit-in strikes, lockouts, transport hindrances due to weather

and/or traffic disruptions, suppliers and/or subcontractors of *Adexpo* who do not or cannot meet their obligations (in time), disruptions in the energy, water, and/or telecommunications supply as well as any action by the organizer, the event, or the operator of the event location that prevents *Adexpo* from fulfilling its obligations (on time).

- 12.2 As soon as a circumstance mentioned in paragraph 1 of this article occurs or threatens to occur, *Adexpo* will inform the client immediately, but at the latest within 72 hours, stating the expected consequences of this circumstance for the fulfillment of its obligation.
- 12.3 Failure to report immediately that a circumstance as mentioned in paragraph 1 of this article has occurred does not mean that *Adexpo* is no longer entitled to invoke the provisions of these General Terms and Conditions.
- 12.4 *Adexpo* has the right to suspend the fulfillment of its obligations in the event and for the duration of a situation of force majeure. If the force majeure period lasts longer than three (3) months and *Adexpo* is unable to fulfill its obligations under the contract even after this period, the parties are entitled to terminate the contract without *Adexpo* being obliged to pay compensation.
- 12.5 If the delivery is delayed due to force majeure to such an extent that the contract cannot be fulfilled and concluded before the event opens, the parties are entitled to terminate the contract. In this case, *Adexpo* is entitled to reimbursement of the costs incurred.
- 12.6 If *Adexpo* has already partially fulfilled its obligations under the contract in the event of force majeure or if it can only partially fulfill its obligations, it is entitled to invoice the already delivered or deliverable part separately and the customer is obliged to pay this invoice.

#### Article 14: Applicable Law and Jurisdiction

- 13.1 German law applies to these General Terms and Conditions, all contracts, and the resulting or related legal relationships between the parties.
- 13.2 The court responsible for *Adexpo* has exclusive jurisdiction for all disputes between the parties.