MEISSNER EXPO.

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GENERAL TERMS AND CONDITIONS (last updated 05/2021)

1. General points

The general terms and conditions (GTC) of MEISSNER EXPO GmbH apply exclusively unless these services are booked via an external third party. In these cases, the GTC of the external third party apply. We shall not recognise alternative provisions unless we have expressly agreed to this in writing. Our GTC continue to apply even if we execute the order unconditionally despite being aware of alternative provisions and without expressly objecting to them.
All arrangements that have been made between us and our customer for the purpose of executing this agreement are to be set down in writing in this agreement.
Our GTC also apply to all future business.

2. Order/content of the agreement

Desired changes or additional work not included in the original order are billed separately. This also applies, in particular, to flat-rate orders. If such additional services are performed on Saturdays, Sundays or bank holidays or at night, we may charge a corresponding additional sum.
A fee must be paid for sketches, drafts, specimen sets, specimen prints, samples and other similar preliminary work even if they are ultimately not used by the contractual partner.
The prices cited in the order confirmation are based on the material and labour costs that applied at the time of the quotation.
Quotation prices are only binding for us if we are awarded the order in its entirety and with no splitting of the order. If the order is not fully awarded as described in the quotation, we will create a new quotation that takes into account the deductions and this quotation will apply.

3. Digital/hybrid implementation of the event

3.1 The parties agree that in the event of problems that result in implementation of the live elements of the planned event not being permitted, such as

- legal prohibitions
- an administrative order

prohibiting events and/or gatherings for the intended event period, we shall convert the live elements of the event into hybrid and/or digital elements with no change to the remuneration. Should such a situation arise, we shall take all measures to prevent the customer from incurring any unnecessary additional costs and inform any involved third-party companies without delay.

3.2 If the change in plans to a hybrid and/or digital realisation of the event results in additional costs, we shall notify the customer of this. If the customer approves the new plan, the customer shall bear the additional costs as communicated. If the digitisation saves planning and/or third-party costs, we shall pass on these savings to the customer.

3.3 Events that both contracting parties believe to be designed in such a way that they can function or make sense exclusively in the form of a live event can be cancelled in the cases named under item 3.1.

In this case, the customer shall bear only the costs that we have already incurred by the time of the cancellation (such as planning and cancellation costs).

4. Deadlines/delay

Deadlines are only binding if we have confirmed them in writing. In the case of force majeure or circumstances arising that are beyond our influence, such as delayed material deliveries, we shall not be liable for the delay thus caused. In this case, we may at our option either withdraw from the contract, wholly or partially, or demand an appropriate postponement of the deadline. Our obligation to deliver is subject to the orderly fulfilment of the obligations of our contractual partner.
If the contractual partner delays in issuing acceptance or breaches other obligations to co-operate, we may demand reimbursement of any damage or loss we have incurred, including any additional expenses. The risk of accidental loss or of accidental deterioration of the contractual goods is transferred to the contractual partner at the time when the contractual partner enters into default of acceptance.
If we enter into default with our services, the contractual partner shall initially grant us an appropriate grace period. The contractual partner may withdraw from the agreement only after the grace period has expired without effect. Compensation for damages arising from delay can only be demanded up to the value of the order.

5. Statutory warranty/liability

Defect notifications must be asserted in writing without delay, no later than within 24 hours after receipt of our services. Any transport damage must be reported to the transport company in writing without delay.
If a defect is ascertained that is our responsibility, we may at our option remedy the defect or provide a replacement.
Any statutory warranty claims and claims for damages beyond those expressly stated in the agreement, regardless of their legal basis, in particular claims arising from consequential damage, operational interruption or lost profit, are excluded except where liability cannot be excluded because of wilful misconduct, gross negligence, breaching of material contractual obligations or the absence of guaranteed attributes. The compensation arising from a breach of material contractual obligations is, however, limited to contractually typical, foreseeable loss and damage, except in the case of wilful misconduct or gross negligence.
For impairment to health or bodily harm, we shall assume unlimited liability only if we are at fault.
The burden of proof for all circumstances on which a claim is based lies with the client.
Any type of statutory warranty is subject to the timely fulfilment of all the contractual partner's obligations. Unauthorised attempts at repair on the part of the contractual partner or third parties exclude any warranty claim.

6. Reservation of title

Until all our invoices, and all other claims vis-à-vis the contractual partner, have been paid in full, we shall retain title of ownership regarding the delivered goods. If the contractual partner is in breach of contract, in particular in the event of payment default, we may take back the purchased goods. Our taking back of the purchased goods does not constitute a withdrawal from the agreement unless we have declared this expressly in writing. After taking back the purchased goods, we may sell them. The proceeds from the sale will be offset against the liabilities of the contractual partner.
The contractual partner shall treat the purchased goods with care until they have been paid for in full.
In the case of seizure or other third-party interventions, the client shall notify us in writing without delay.
Until our claims have been settled in full, the goods we have delivered must not be pledged or assigned as security.

For the event of payment default, cessation of payment, the opening of court settlement or insolvency proceedings or the rejection of the opening of the proceedings because of a lack of assets, the client hereby irrevocably authorises us to collect the goods subject to our reservation of title and to access the client's business and storage premises for this purpose unhindered.

7. Prices/payment conditions

Unless otherwise provided for in the order confirmation, our prices apply "ex works" and do not include packaging. The packaging is billed separately.
The deduction of a discount requires a specific written agreement.
The agreed fee is agreed between the parties in accordance with the progress of the project:

- 25% of the stated final price as payment on account for design, planning, work, services in advance and payment on account to service providers directly after signing of the agreement and in accordance with the invoice,
- 25% of the stated final price no later than four weeks (receipt of payment) before the start of the event,
- 40% of the stated final price no later than four weeks (receipt of payment) when the event begins,
- 10% of the stated final price and additional services commissioned by the client after the signing of the agreement ten working days after the final invoice is issued for the services that were executed on behalf of the client.

After this, we may charge default interest at a rate of nine percentage points above the base rate of the European Central Bank.
If the fulfilment of our payment claim is at risk because of a deterioration of the client's financial standing that occurred or became known after the agreement was concluded, for example if a check or bill of exchange cannot be cashed, we may demand the payment of all our claims.
If the payments are not received by the agreed deadline, we reserve the right to cancel existing orders after a written warning and setting of an appropriate grace period for payment.
The contractual partner may only offset with claims that are uncontested or that have been determined in a court of law. Asserting a right of retention is excluded.

8. Bearing of risk/custody

The documents, raw materials, printed matter, banners and other items suitable for re-use and semi-finished and finished products that relate to the order will be retained in our custody beyond the delivery deadline only after prior agreement and against separate remuneration. The customer shall create duplicates before handing over to us original copies (slides, disks, CDs, DVDs, Blu-rays, USB sticks, etc.). For the period that these items are in our custody, we shall be liable only for wilful misconduct and gross negligence.
We shall not be liable for loss or damage to these items that arises despite careful handling, for example damage arising from wear.
The client is responsible for insuring the items mentioned above.

9. Withdrawal/termination of the agreement

The client may withdraw from the agreement by means of written notification; this notification must reach us by the day of the event.
If the client withdraws from the agreement, we may demand reasonable reimbursement for the preparations made, including lost profit and our expenses. In place of a concrete calculation of the

compensation for the withdrawal, we may assert the following flat-rate claim for withdrawal fees, with the standard expenses saved taken into account. The flat-rate withdrawal costs are:

- Up to three months before event start – 30% of the agreed fee
- Up to two months before event start – 50% of the agreed fee
- Up to one month before event start – 60% of the agreed fee
- Up to two weeks before event start – 75% of the agreed fee
- Less than two weeks before event start – 90% of the agreed fee

The basis for calculation is the fee agreed with the client plus VAT less the expenses saved (travel costs, overnight stays, meals etc.). The client retains the right to provide evidence that no costs were incurred in connection with the withdrawal, or lower costs than those stated by us in the flat-rate fees. Furthermore, in the event of withdrawal on the part of the client, we may claim reimbursement of any external costs, cancellation fees etc. incurred in connection with the agreement up to the time of the withdrawal.
If the client does not accept our service despite notice of completion without good cause or if the client does not meet the client's payment obligations correctly, or does not meet them at all, we will no longer be obliged to provide our service, after an appropriate grace period has been set, and may demand compensation for non-fulfilment.

10. Force majeure

In the event of disruptions to normal business occurring that are not the responsibility of us or our suppliers/subcontractors, in particular cases of force majeure, such as war, epidemics, measures relating to foreign trade policy or monetary policy or other sovereign measures, natural disasters, accidents, destruction of accommodation, strikes or lockouts, that arise from an unforeseeable and non-culpable event and lead to severe disruptions to operations, we may fully or partially withdraw from the part of the agreement that has not yet been performed.
The client may withdraw from the part of the agreement not yet performed insofar as the client cannot reasonably be expected to wait longer and we declare that we will not be able to fully fulfil the agreement for an unforeseeable period of time.
The withdrawal must be declared in writing and without delay after the grounds for the withdrawal have arisen. In this case, we may claim remuneration for the services provided thus far, whereby such services also include the claims of third parties that we commissioned in the belief that it would be possible to fulfil the agreement.

11. Copyright/industrial property rights

All industrial property rights arising in connection with the services to be provided by us, including services that we commission third parties with, (copyright and related rights, trademark rights, industrial property protection based on competition law, patent rights) remain exclusively with us unless expressly otherwise agreed. The transfer of rights of use and exploitation requires a written agreement and only ever applies for the specific event. Changes to concepts, drafts etc. must only be performed by us or by third parties expressly commissioned by us.
The client may use the concepts, drafts etc. only for the purposes provided for in this agreement. Reproductions are only permitted with our prior express agreement. Print templates, working films and negatives produced by us or on our behalf will remain our property even if the client is charged for them.
A transfer of ownership and copyright to drawings, models, proposals, drafts or texts requires our express written agreement. The same applies for replications or reconstructions.
The client guarantees that the production and delivery of the services executed in accordance with the client's specifications and documents does not breach third-party rights. We are not obliged to check whether the specifications and documents provided by the client for the performance of services breach or could breach third-party rights. The client shall indemnify us from any third-party claims and pay for

any loss or damage that may arise from the breach of property rights and make advance payments if requested.
The contracting parties mutually agree to do everything in their power to prevent wrongful use of image and sound data that are produced and delivered. This affects in particular wrongful use of data that is made available on the internet in accordance with the order or the agreement. The client indemnifies the contractor from any liability, including liability relating to the personal rights of its employees.

12. Leasing conditions

The stated price for leasing orders is calculated on the basis of a leasing period of the duration of the trade fair or a maximum of 10 days. It is to be paid in net cash before delivery. The leased item is only provided for the agreed purpose and for the agreed period. The leasing period may be lengthened; this requires written agreement from the lessor. The lessor may charge an additional leasing fee if the leased item is not available to the lessor again at the agreed time.
The lessee shall be liable for damage and loss incurred by the leased item during the leasing period, even where this was caused by third parties. The liability begins with the transfer of the item and ends with its return or collection by the lessor.
In addition to the leasing fee, a deposit of 1/3 of the value of the leased item as new must be provided, either as a cheque or bank guarantee one week before delivery or in cash when the item is picked up. The deposit, bank guarantee or cash will be returned within 10 days after return and inspection of the leased item. Missing or damaged parts are calculated at list prices and this sum is retained from the deposit.
If the lessee decides within the agreed leasing period to buy parts, the leasing price of these parts is offset in full against the purchase price.
If such parts are not immediately handed over to the client and instead initially stored on our premises, the costs for storage and transport will be charged to the client.
The packaging material forms part of the leasing order and remains our property.
We may make appropriate reference to our company on the leased items. The client may only withhold agreement to this if the client has an overriding interest in this regard.

13. Non-disclosure/data protection

The contracting parties mutually undertake to keep confidential all internal business matters that they are entrusted with or that they become aware of in their activities, even after the contractual relationship has ended. These matters are deemed trade secrets (Geschäftsgeheimnisse) under the terms of section 2 item 1 of the German Trade Secret Act (GeschGehG).
The contractor may use the services provided for the client as a reference in other contexts. The client may object to this in writing with effect for the future if the client can provide evidence of having a legitimate interest in doing so.
It is expressly stated that personal data, whether they arise from us or from third parties, are processed under the terms of the EU GDPR as part of or in connection with this business relationship. We refer you to our data protection guidelines. These can be found at https://www.meissner-expo.de/datenschutz.

14. Final provisions

The place of performance and place of jurisdiction for all claims and legal disputes arising from this agreement, including procedures for bills of exchange and instruments, is the place where the order confirmation is issued, if the client is a merchant. We may, however, take proceedings against the client at the client's local court.