

General Terms and Conditions

I. Conclusion of Contract

1. The contract parties agree that Fairstand is only prepared to perform subject to his conditions. By awarding the contract, the Principal recognises these conditions for future trading advantages as well.
2. The terms of contract or terms of business of the Principal will only become a part of the contract if so recognised by Fairstand in writing.
3. The formation of contract will only occur upon written confirmation of an order, or the taking of action by Fairstand. Placed orders are then deemed as accepted if they are not rejected within one month of their receipt.

II. Subject of the Contract

1. All offers are subject to change.
2. Verbal agreements require written confirmation by Fairstand. Deviations from the confirmation of the order or other written documentation will only be effective if confirmed in writing by Fairstand. The contact reports, protocols, notations, etc. recorded in the agreements that are handed over to the Principal are deemed as part of the contract.
3. The rights of the Principal from this contractual relationship can only be transferred if previously approved by Fairstand. This applies in particular to such cases in which the contractual relationship ends after Fairstand plans and produces a design of a booth.

III. Prices, Services and Fee Claims

1. If not otherwise agreed, the fee claim of Fairstand accrues for every single performance as soon as it was rendered. Fairstand is entitled to demand advance payments to cover their expenses.
2. All prices – excluding VAT – are valid ex works excluding packaging, transportation costs and customs, unless they are explicitly included in the offer.
3. Plans, designs and drawings are with costs, if not otherwise explicitly agreed. This applies in particular to such cases in which the contractual relationship ends after the planning and design production of a booth. Basis of the calculation is the scale of fees for architects (HOAI) – in deviation to this matter III. § 4, and/or III.§7.
4. Designs and developed plans in the area of graphics (see III. § 5) together form a uniform service with the concession of the rights of use. Remuneration will occur on the basis of the collective wage agreement for design services SDSt/AGD (Alliance of German Designers, reg. soc.), provided no other agreements were made.
5. If the designs will be used later on to a greater extent than initially intended, then Fairstand is entitled to subsequently invoice the remuneration for the use, that is, to demand the difference between the higher remuneration for the use and the initially paid remuneration.
6. If rights of use are not conceded and only designs and/or developed plans are delivered, then the remuneration for the use will be omitted.
7. All services from Fairstand that are not explicitly discharged by the agreed fee will be remunerated separately. This applies in particular to all additional services that were rendered by Fairstand.
8. Fairstand is entitled to order external services necessary for the fulfilment of the contract by name and on behalf of the Principal. The Principal commits himself to grant the applicable authority to Fairstand.
9. For the calculation, the weights, dimensions and quantities provided by Fairstand are principally authoritative; unless explicitly agreed otherwise. The calculation of the price shall occur in Euro. The dimensions of the designs in the trade and exhibition room are based on the respective documents provided by the exhibition management. The reservations made in this matter with respect to the correctness of the dimensions will also be utilised by Fairstand.
10. Fairstand is entitled to undertake a suitable increase in price, if after the conclusion of contract changes occur to raw materials – or auxiliary material prices, to wages and salaries, for freights or public dues; furthermore, if he deviates from the specified sizes, dimensions and partitions upon the request of the principal after contract conclusion, or if the agreed design is subsequently changed in a different manner than agreed upon contract conclusion.
11. Services and procurements that are carried out for the Principal at his request within the scope of the planning and implementation of his exhibition participation (Full Service) will be invoiced separately.
12. Additional expenditures that are caused by the incorrect specified dimensions of the exhibition organiser, through blameless transportation delays, insufficient floor

- conditions, and advance performance by third parties not carried out in time or competently, will be charged to the Principal's account. The same applies in the event of all implementation details caused by and not clarified by Fairstand in due time.
13. Provided in individual cases that contracts are concluded via external services by name and on behalf of Fairstand, the Principal is obliged to release Fairstand in the internal relationship from all obligations that arise from the contract conclusion. In particular, this includes the assumption of costs.
 14. Travelling expenses and expenses for trips that must be taken in connection with the order and that are agreed with the Principal must be reimbursed by the Principal.
 15. Estimated charges that Fairstand submits are principally not binding. If it can be foreseen that the actual costs that were estimated by Fairstand in writing will be exceeded by more than 20 percent, then Fairstand will point out the higher costs to the customer. Exceeding the costs is considered as approved by the customer if the customer does not object in writing within three days after receipt of this reference and simultaneously announces a less expensive alternative.

IV. Presentation

1. For the participation in the presentation, Fairstand is entitled to a suitable fee that at least covers the entire personnel and material expenditure of Fairstand for the presentation as well as the costs of all external services.
2. If Fairstand does not receive an order after the presentation, then all services of Fairstand, in particular the presentation documentation and their content, remain the property of Fairstand; the customer is not entitled to continue using them – no matter in which form; the documents must be immediately returned to Fairstand.
3. If the ideas and concepts for the solution brought in during the course of the presentation for the solution of communication tasks will not be utilised in advertising media designed by Fairstand, then Fairstand is entitled to otherwise utilise the presented ideas and concepts.
4. The passing on of presentation documentation to third parties as well as their publication, duplication, distribution or other utilisation is not permitted without the explicit approval from Fairstand.

V. Freight and Packaging

1. The dispatch occurs freight forward. If Fairstand has assumed the bearing of the freight, then it is up to him to either deliver carriage free or to compensate the freight as intended by the contract. Requested packaging or packaging that Fairstand deems necessary will be charged separately.
2. Parts of the Principal that will be used during the manufacture and assembly must be delivered ex works or to the assembly site on the agreed date. The return delivery of such parts occurs not free ex works or the site of use at the risk of the ordering party.

VI. Bearing of the Risk

1. Every risk is passed to the Principal when the goods leave the supplying plant, or if provided to the Principal. If delivery free to exhibition is agreed, then the goods are deemed as correctly provided to the ordering party as soon as it was delivered to the exhibition. The blameless destruction from Fairstand or loss of the delivered materials is on the Principal's account. Fairstand is not liable for damage to persons and things that could occur by the use of the goods.
2. Leased booths and objects of any kind are only provided for the contractually agreed purpose and at the respectively agreed time.

VII. Delivery and Delivery Periods

1. The date of delivery is the approximate time designated in the order confirmation, provided it does not coincide with a particular exhibition start.
2. Any changes or conversions to the design put forward by the Principal after contract conclusion will occasion new delivery deadlines.
3. Disruptions in business operations that are not represented by the Principal, in particular strikes, lockouts, as well as cases of force majeure that are based on an unpredictable and blameless event and which cause serious business disruptions at the Principal's or at his preliminary suppliers, will release Fairstand from the duty to deliver or performance for the duration of the hindrance, without the Principal being entitled to a discharging entry. Compensation for damages due to untimely or impossible delivery or performance caused by force majeure is omitted.

4. If it is required to secure the timely completion and to eliminate any hindrances during the assembly and dismantling, Fairstand is entitled execute performance on behalf of the Principal or to commission it.
5. If due to the above disruption it is impossible to fulfil the contract or it is made difficult in great measure, then Fairstand is entitled to withdraw from the contract.

VIII. Warranty

1. The liability for defects is limited to a maximum period of 6 months since delivery or the occurrence of the performance success.
2. Reclamations due to incomplete or incorrect delivery or performance, or reproof due to obvious defects must be reported immediately. The delivery or performance is regarded as accepted without defects if the Principal has not directly reported defects to Fairstand in writing during the booth handover. Defects of a part of the delivery or performance cannot lead to their complete reclamation.
3. As warranty, the Principal can only basically demand rework. The type and manner of the competent rework follows the discretion of Fairstand. Replacement delivery is open at any time to Fairstand. The Principal can demand the cancellation of the contract (repudiation of contract) or the reduction of the price (curtailment) if the rework fails or Fairstand refuses the replacement delivery or does not render it within a suitable deadline.
4. Fairstand can refuse to eliminate the defects for as long as the ordering party has not fulfilled his duties.
5. Any warranty claims expire with only the partial processing or connection of the goods.
6. The warranty does not extend to such damage that occurs at the Principal due to natural wear, humidity, strong heating of the rooms or other temperature and weather influences or improper storage.
7. Reasonable deviations in form, mass, colours and nature of the material are conventional and do not entitle a deficiency claim.
8. If the deficiency claim occurs too late, then all warranty claims expire entirely. The same applies if the Principal himself undertakes changes or makes it difficult for Fairstand to establish the defects.
9. Deficiency claims from the supply of deliveries and services of outside companies (full service) are excluded, provided it was proven that Fairstand did not violate the obligation to exercise diligence in the selection of the subcontractors.
10. The rework or replacement delivery does not hamper nor interrupt the obligation under a warranty.
11. Compensation for damages, in particular those from the infringement of the rework obligation are excluded, provided they are not based on gross negligence or intent. Upon contract conclusion, limited to predictable damages.

IX. Liability

1. Liability shall not be assumed for defective deliveries or performance from outside companies, provided it was not proven that Fairstand violated the obligation to exercise diligence in the selection of the subcontractors. Instead, the Principal can demand the assignment of claims from Fairstand as opposed to this.
2. Fairstand is principally not liable for exhibits and other objects of the exhibitor unless custody has been confirmed.
3. For specific advice and issue of information contracts, Fairstand is only then liable up to the amount of the return service to be paid by the Principal.
4. If only planning and designs are the subject of the contract, then liability from Fairstand is not founded. (Fairstand can insofar only take the responsibility in that Fairstand itself is able to erect the planned or designed booth.)
5. There will be no liability for free advice, information or other services unless a different provision was explicitly agreed.
6. All claims for replacement of damage of any kind, even such damage that did not occur to the delivered object itself and no matter on which legal reason they are based, are excluded as far as permitted.
7. The Principal is liable for all objects leased or rented out to him up to the amount of restoration costs, or if lost, up to the amount of the replacement value. (This also applies to tools and assembly accessories from Fairstand).
8. Fairstand will carry out its assigned work under consideration of the generally recognised principles of law and will indicate to the customer in due time any recognisable solid risks. However, the customer himself is responsible for the compliance with the statutory, in particular the legislative, competitive regulations, even for the advertising measures proposed by the agency as well. An advertising measure (an emblem suggested by Fairstand) proposed by Fairstand is only then released if he himself has assured himself of the legislative competitive (legal

- emblem) non-objection, or if he is prepared to bear the risk connected with the execution of the advertising measure (the use of the emblem) himself.
9. Any liability from Fairstand for claims that are raised due to the advertising measures (use of the emblem) against the customer is explicitly excluded, if Fairstand performed his duty to indication, in particular, Fairstand is not liable for legal costs, costs of the customer's lawyer, or costs from publication of the decree as well as for possible damage claims or similar claims from third parties.
 10. For the event that Fairstand itself is held liable due to the execution of an advertising measures (the use of an emblem), the customer will hold Fairstand harmless and non-actionable: The customer therefore must compensate Fairstand for all financial and other disadvantages (including immaterial damages) that accrued to Fairstand from the demands of third parties.
 11. Fairstand commits itself to execute the order with the greatest possible care, in particular, Fairstand must also carefully treat submitted templates, films, displays, layout etc. Fairstand is only liable for damage with intent and gross negligence. Compensatory damages exceeding the material value is excluded.
 12. Fairstand commits itself to carefully select its employees. Beyond that, Fairstand is not liable for its employees.
 13. If Fairstand gives necessary external services to the outside, then the respective contractors are no employees of Fairstand. Fairstand is only liable for its own actual fault and for intent and gross negligence.

X. Insurance

1. For transportation induced or executed by Fairstand, the dispatch goods must be insured for the amount of the replacement value of the Principal. The liability of Fairstand for transportation damage is principally excluded.
2. Transportation damages must be reported immediately. For rail transportation, a railway certification about the damage must be demanded immediately and sent to Fairstand.
3. To be insured by Fairstand due to written confirmation for the storage of accepted goods of the Principal for the duration of the storage in the amount of the replacement value against fire, tap water damage and break-in theft:
4. If working and manufacturing documents submitted to Fairstand, such as originals, models and drawings, negatives, etc. are to be insured against any type of risk, then the Principal must induce this insurance. Fairstand is not liable for the destruction or loss of any such documents.
5. It is the matter of the Principal to insure his booth during the assembly and dismantling time and for the duration of the event against loss and damage, no matter of which type, unless it is explicitly agreed otherwise in a different provision.

XI. Basis of Credit

1. The prerequisite of the delivery obligation is the creditability of the Principal. If the Principal gave incorrect or incomplete details about his person or about conditional facts of his creditability, or has stopped payment, or if composition proceedings have been petitioned about his assets, then Fairstand is entitled to demand advance payment or security or cash payment without consideration of opposing previous agreements, or to withdraw from the contract. Further rights remain reserved to Fairstand.

XII. Retention of Title

1. Until the complete fulfilment of all liabilities from the business agreement of the contract partners, the delivery remains the property of Fairstand.
2. Pawning or security transfer of these goods is not permitted.
3. The deliveries subject to the retention of title must be treated carefully. Fairstand must be immediately informed in writing about third party intervention, in particular pawning.
4. The principal must always provide Fairstand with free access to the place where the objects delivered under retention of title are located.
5. The Principal may only resell the merchandise subject to retention of title within the scope of a proper business transaction. He now relinquishes his claims from the resale to Fairstand. Upon request, the Principal must immediately name the individually relinquished claims, the names and the addresses of the customer.
6. If the Principal incurs default in payment, then Fairstand is entitled to take back the merchandise delivered subject to retention in title immediately and without the acquiescence of the Principal.

7. In the case of processing, the Principal processes for Fairstand. The co-ownership share of Fairstand is then determined according to the ratio of the value of the reserved goods to the value of the finished product.

XIII. Right of Protection, Designs, Drawings, etc.

1. Plans, designs, drawings, production and assembly documents remain with all rights the property of Fairstand, and even then if they have been handed over to the Principal; unless the contractually agreed performance of Fairstand merely includes the production of the design. In any event, the transfer of ownership and copyrights requires the written form. Changes in plans, designs, etc. may only be undertaken by Fairstand and even then if these documents have entered his ownership; unless the copyrights were transferred in writing. Fairstand is always entitled to sign all documents and to advertise with it.
2. For the execution of orders according to details or documents from the Principal, he will assume the warranty that the trade mark rights of third parties will not be infringed by the manufacture and delivery of the work executed according to his documents.
3. The Principal commits himself to immediately release Fairstand from any and all compensation for damage claims of third parties and to make reimbursement for all damages that accrue from the infringement of trade mark rights, and – if demanded, to render advance payments.
4. The agency is entitled to refer to the agency and, if need be, the originator on all advertising media and for all advertising measures without the customer being entitled to claim for remuneration.

XIV. Freedom of Scope and Templates

1. Freedom of scope exists within the scope of the order. Complaints regarding the artistic design are excluded. If the Principal requests changes during or after the production, then he must bear the additional costs. Fairstand will keep the claim for remuneration for already begun work.
2. If the execution of the order is delayed for reasons that can be represented by the Principal, then Fairstand can demand a suitable increase of the remuneration. For intent or gross negligence, Fairstand can also claim compensation for damage. The enforcement of a continued damage caused by delay remains unaffected.
3. The Principal assures that he is entitled to use all of the templates handed over to Fairstand. If, as opposed to this assurance, he is not entitled to the use, the Principal shall release Fairstand from the claims for compensation of third parties.

XV. Payment Terms

1. The invoice amount is immediately due and payable upon receipt of the invoice. For long-term orders or for a higher order value, Fairstand is entitled to issue subtotals, or to demand part payments. For lack of separate agreement, 1/3 of the order sum shall be due upon placed order, 1/3 due as subtotal and 1/3 due upon booth handover. Only persons who have been issued special authority by Fairstand are entitled to collect.
2. Deductions of any kind are excluded. Down payments will not carry interest. Bills of exchange will only be accepted after previous agreement and only on account of payment as well as subject to the discounting option. If payment is rendered with bills of exchange, cheques or other remittance documents, then the Principal shall bear the costs of the discounting and collection, if not explicitly agreed otherwise.
3. If the Principal is obliged to redeem several claims from Fairstand, then Fairstand shall determine which of these claims will be redeemed with the payments of the Principal, even then if the Principal has made a different decision.
4. If the payment terms are not complied with, then the following is regarded as agreed: All claims from Fairstand will be due immediately in cash without consideration of the discounting of bills. The Principal is also in arrears without dunning. He is then obliged to provide suitable securities for all claims of Fairstand, such as assignment of claims and transfers or pledging of objects. The Principal may not sell off the things that are in the ownership of Fairstand in acc. with numeral XI, and must surrender them to Fairstand upon request. Irrespective of continuing claims, Fairstand is entitled to demand compensation for damage caused by delay for the amount of the usual minimum debit interest between due date and payment and commission of the large banks. Without granting a respite and without explanation that the acceptance of the service is rejected, he is furthermore entitled to withdraw from the contract or to demand compensation due to non-compliance.

5. The Principal can only offset the claims against Fairstand in so far as that the claims are recognised or they have been defined with legal force.

XVI. Data Protection

1. It is hereby pointed out that personal data that we received with respect to our business relations or in conjunction with it, no matter whether from the Principal himself or from third parties, are agreed within the meaning of the Federal Data Protection Act.

XVII. Place of Fulfillment and Place of Jurisdiction

1. The place of fulfillment for all of the claims arising from the contract is Hannover, Germany. The place of jurisdiction for disputes from this contract, if from tortious acts, is Hannover, Germany. The same applies to trials by the records. German law shall decide on the contractual relationship.

XVIII. Final Provision

1. If a provision in this agreement is invalid or void, then this shall not affect the rest of the contract. The contract parties must find a settlement that corresponds to the purpose of the contract.
2. All provisions that deviate from these general terms and conditions of Fairstand or which supplement them require the written form and acknowledgement by Fairstand.