

## 1. Scope of application

- 1.1 LÜCO Internationaler Messebau Nord GmbH (hereinafter referred to as "LÜCO") creates exhibition stands and provides them for use for a defined period of time. LÜCO offers the complete logistics of a trade fair event, from the conception and planning of an individual trade fair stand, through the corresponding construction of the trade fair stand to the transportation to and the assembly and dismantling at the event location.
- 1.2 All offers and services from LÜCO are made exclusively on the basis of the following general terms and conditions (hereinafter referred to as "GTC"), unless more specific regulations deviating from this have been agreed in writing or other agreements have been confirmed in writing.
  - . Conflicting or deviating conditions of the contractual partner (hereinafter referred to as the "customer") only apply if this is expressly recognized by LÜCO in writing. The inclusion of general business or purchasing conditions of the customer is hereby expressly contradicted.
- 1.3 The GTC also apply to all future business between LÜCO and the customer, even if no express reference is made to them.
- 1.4 All agreements, orders, changes and cancellations must be in writing to be effective (e.g. by email or fax); Verbal or telephone agreements are only effective after confirmation in writing.

## 2. Conclusion of contract

- 2.1 The customer can choose from the range of LÜCO stand construction packages and individual equipment and collect them into a so-called shopping cart using the "*Select*" button. Via the button "*Confirm order*" he places a binding order for the creation and the temporary use of the stand construction package that is in the shopping cart and possibly specified by individual equipment. Before submitting the order, the customer can change and view the data at any time. By clicking the button "*Confirm order*" the customer accepts these terms and conditions.
- 2.2 LÜCO will then send the customer an automatic confirmation of receipt by email, in which the customer's order is listed again and which the customer can print out using the "Print" function. The automatic confirmation of receipt only documents that the order has been received by LÜCO and does not constitute acceptance of the order.
- 2.3 The contract is not concluded until LÜCO has submitted the declaration of acceptance, which is sent in a separate e-mail (order confirmation). In this e-mail or in a separate e-mail, but at the latest when the exhibition stand is delivered, the contract text (consisting of order and order confirmation) will be sent to the customer by LÜCO on a permanent data medium (e-mail or paper printout) or handed over (contract confirmation). The text of the contract is saved in compliance with data protection.
- 2.4 The order confirmation alone is the basis for the scope of services owed by LÜCO.
- 2.5 Services not included in the order confirmation, which are additionally carried out at the request of the customer (in particular in the event of subsequent changes requested by the customer) or additional services which become necessary due to incorrect information / documents provided by the customer, will be charged additionally by LÜCO. This also applies to flat-rate or fixed-price offers.
- 2.6 If offers are prepared in accordance with the information provided by the customer and the documents made available by him, LÜCO assumes no liability for the accuracy of the information and documents contained in them.
- 2.7 Offers, plans, drafts, drawings, manufacturing and assembly documents as well as descriptions of event concepts remain the property of LÜCO with all rights, unless expressly agreed otherwise in writing. The customer is not entitled to use these protected works himself or through third parties

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or to pass them on to third parties. In the event of an infringement, the customer is liable based on the legal protection regulations, but at least to the extent of the remuneration LÜCO usually attains. The customer reserves the right to provide evidence that LÜCO has suffered less or no damage.

2.8 LÜCO is entitled at its own discretion to commission third parties (e.g. subcontractors and / or third party suppliers) for the purpose of fulfilling the contract.

### **3. Prices**

3.1 The prices offered, especially all-inclusive and / or fixed prices, are only valid if the complete offer is ordered in full.

3.2 The prices apply to the creation and use of the exhibition stand shown in the order confirmation during the event period specified there.

3.3 Special work or requests for changes by the customer / purchaser that are not included in the order confirmation will be charged separately.

3.4 All prices are subject to the applicable statutory purchase tax.

3.5 The price does not include the stand costs of the respective trade fair company, connection costs, costs for licensing or approval procedures as well as fees and costs charged by third parties, in particular trade fair companies, freight forwarder or forwarding agents, handling bodies or customs authorities; this also includes the costs of waste disposal, costs for suspension points and lifting tools as well as all consumption costs such as electricity and water costs. The customer has to bear these costs.

3.6 Unless expressly stated in the offer, the prices also do not include the effort and costs for services that must only be used by the exhibition companies or third parties commissioned by them, such as freight forwarding services on the exhibition site (e.g. transport on the exhibition site, provision of forklifts and pallet trucks, empties handling, disposal, etc.). These expenses are to be paid for separately by the customer.

3.7 The prices contained in the order confirmation apply four (4) months from the conclusion of the contract. After these four (4) months, LÜCO is entitled to pass on any price increase by the manufacturer or wage increases to the customer. The decisive time for the price calculation is then the time at which the execution work begins. However, the customer can withdraw from the contract if the price requested at the start of execution is more than 5% above the price of the order confirmation.

### **4. Terms of payment**

4.1 All LÜCO invoices are payable immediately without deduction.

4.2 LÜCO is entitled to invoice 50% of the agreed remuneration after receipt of the order confirmation by the customer and a further 50% after handover of the exhibition stand (Section 7.1).

4.3 Cheques are only accepted on account of performance. Completion does not occur until the cheque is cashed.

4.4 If circumstances become known that call the customer's creditworthiness into question, in particular a check is not cashed or he ceases to make payments, LÜCO is entitled to demand payment of the entire amount due. In this case, LÜCO is also entitled to demand security.

### **5. Delivery dates**

5.1 Delivery dates can be agreed as binding or non-binding. Binding delivery dates must be agreed in writing. The stand will only be handed over after express agreement.

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5.2 Compliance with the delivery dates by LÜCO presupposes the timely and proper fulfilment of the obligations of the customer, in particular his payment obligations. The additional costs incurred by LÜCO due to the customer's non-compliance with his obligations must be borne by the customer.

5.3 If the timely delivery is not only insignificantly difficult or impossible due to force majeure (see Section 12.2) and / or due to other circumstances for which LÜCO is not responsible, LÜCO is entitled to postpone the delivery or service for a period equivalent to the duration of the impediment plus an additional start-up time or to withdraw from the contract in whole or in part on account of the aspect not yet fulfilled because of the unfulfilled part.

5.4 LÜCO is entitled to make partial deliveries and partial services at any time, unless the partial delivery or partial service is of no interest to the customer.

## **6. Freight and packaging / transfer of risk**

6.1 LÜCO will transport the exhibition stands to the event location at the customer's cost and risk. The customer bears the transport risk. LÜCO is entitled to determine the type of dispatch and the dispatch route, unless the customer gives express instructions to this purpose. Packaging requested by the customer and / or considered necessary by LÜCO will be invoiced separately to the customer. The same applies to the dispatch of the customer's objects.

6.2 Customer's objects that are to be used in the construction or assembly of the exhibition stand must be delivered to the factory or assembly site carriage paid on the agreed date. LÜCO is not obliged to return such items. If LÜCO is commissioned by the customer with the return delivery, this takes place at the customer's expense and risk from the place of use.

6.3 Unless otherwise agreed, the risk of accidental loss passes to the customer as soon as the trade fair stand has been handed over to the person carrying out the transport or has left LÜCO's warehouse for shipping.

6.4 If the stand ready for dispatch cannot be delivered for reasons for which the customer is responsible, the risk passes to the customer on the day the readiness for dispatch is reported.

6.5 If the customer is in default of handover, LÜCO is entitled to demand compensation for the damage incurred.

## **7. Handover**

7.1 The stand must be accepted by the customer before the trade fair starts. After the stand has been set up at the event location, the stand is also deemed to have been accepted due to the actual use of the stand by the customer or a commissioned third party. If the customer or a third party commissioned by him does not show up for the handover of the exhibition stand by the time the fair starts, the customer is in default of acceptance.

7.2 Deliveries or services which are incomplete or still outstanding or identified defects do not entitle the customer to refuse acceptance unless they significantly impair the function of the exhibition stand.

7.3 The customer must examine the exhibition stand immediately after receiving it and notify LÜCO of any defects immediately in writing. Defects that could not be identified despite careful examination must be reported in writing immediately after discovery. Delayed notices of defects will only be taken into account if the customer shows that an earlier examination and complaint was not reasonable or possible.

## **8. Use of the stand by the customer**

8.1 The customer must treat the exhibition stand and its equipment with care during the leasing period.

8.2 The trade fair stand is constructed from stand components that are intended for multiple use, so that any traces of use caused by this correspond to the contractually agreed requirements. To

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this extent, normal signs of use do not constitute a right to rework, replacement or return. This also applies to material and colour deviations from the surface.

- 8.3 The customer is not entitled to glue, paint or treat the stand elements, drive nails into stand elements, screw screws into stand elements, deform, weld or change stand components and equipment.
- 8.4 The customer must ensure that equipment from the exhibition stand is not removed from the stand during the leasing period.
- 8.5 The customer is obliged to remove refrigerated goods after the end of the respective event if refrigerated equipment is provided. All goods still contained in the refrigeration units are stored at the customer's risk at the stand. Liability for loss or damage to the refrigerated goods is excluded. LÜCO is also not liable for the refrigerated goods and any subsequent damage in the event of a breakdown of refrigeration units. The customer is obliged to ensure that there is sufficient air supply when refrigerators and equipment are provided. The devices must neither be glued nor painted.
- 8.6 The customer is obliged to return the exhibition stand free of damage after the leasing period has expired. At the end of the leasing period, a representative of LÜCO visits the exhibition stand together with a representative of the customer. All damage to the exhibition stand and the lack of stand components or equipment are logged. If a representative of the customer does not take part in the inspection, later complaints about the protocol are excluded, unless the customer proves that the protocol is incorrect.
- 8.7 The customer must compensate for all damage resulting from the use of the exhibition stand and its equipment elements in violation of the contract or from the lack of stand components and equipment items. Customer's objects left at the exhibition stand will be disposed of without replacement and at the customer's expense.
- 8.8 A transfer of the stand to third parties is only permitted with the express consent of LÜCO. In the event of approval, the customer is obliged to assign his claims against the sub-tenant or other third parties to LÜCO without the customer's primary contractual obligation lapsing. This obligation does not apply if the customer has already announced the intention to transfer it to a third party (e.g. at joint stands) when the contract was concluded.

### **9. Reservation of proprietary rights**

- 9.1 If the trade fair stand contains objects that can be purchased from the customer, these remain the property of LÜCO until all claims from the business relationship have been fully met. If the value of the item corresponds to more than 120% of the outstanding claim, the customer has a corresponding release claim.
- 9.2 The customer is only entitled to resell the reserved goods in the ordinary course of business. However, he is not permitted to pledge or assign them as security.
- 9.3 The customer hereby assigns his claims from the resale of the reserved goods to LÜCO in the amount of the part of the purchase price that corresponds to the claim secured by the reservation of proprietary rights. LÜCO accepts this assignment. Upon request, the customer must provide LÜCO with the information required to collect the claim and notify the debtor of the assignment.
- 9.4 If the goods subject to reservation of proprietary rights are impounded, the customer must inform the impounding creditor and the enforcement bodies of the reservation of proprietary rights. He is also obliged to provide LÜCO with all the information necessary to enforce the rights resulting from the property against the impounding creditor.

### **10. Warranty rights of the customer**

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- 10.1 Unless otherwise stipulated below, the customer's warranty rights are subject to the provisions of the contract of employment in the Civil Code until handover or acceptance of the stand, and the rental contract provisions of the Civil Code apply after handover or acceptance by the customer.
- 10.2 In the event of a defect, the customer must immediately set a reasonable period for rectification. The customer has to ensure in particular that the object in question is available for inspection and rectification.
- 10.3 If LÜCO is obliged to remedy the defect, it can do so at its own discretion by eliminating the defect or by replacing the defective item.
- If the rectification fails after setting a reasonable deadline and two attempts at subsequent rectification due to the same defect, the customer can choose to have the remuneration reduced (reduction) or withdraw from the contract (withdrawal).
- 10.4 The warranty claims against LÜCO lapse if the customer has attempted to remedy the defect himself or through third parties before the expiry of a reasonable deadline for rectification. LÜCO is also not liable in cases in which the customer has made changes to the services provided by LÜCO, unless these changes had no influence on the origin of the defect.
- 10.5 The customer's due to material defects become time-barred one year after acceptance of the services.
- 10.6 For parts not manufactured by us and other external services, the guarantee is limited to LÜCO ceding to the customer any claims against its suppliers in respect of possible defects.

## **11. Liability**

- 11.1 LÜCO is only liable for damage other than injury to life, limb and health, insofar as this is based on wilful or grossly negligent acts or on culpable violation of an essential contractual obligation. If an essential contractual obligation is negligently violated, LÜCO's liability is limited to the foreseeable damage typical of the contract. Any further liability for damages is excluded unless the defect has not been maliciously concealed or the quality of the exhibition stand has been guaranteed.
- 11.2 Insofar as LÜCO's liability is effectively excluded or limited in accordance with the above rules, this also applies to the personal liability of employees, other personnel, organs, representatives and vicarious agents of LÜCO.
- 11.3 If a contractual service cannot be performed properly due to force majeure (see Section 12.2) or due to events for which LÜCO is not responsible, LÜCO is not liable for damage and disadvantages that result for the customer.
- 11.4 Claims for damages against LÜCO expire within 12 months after the end of the year in which the claim arose and the customer became aware of the circumstances underlying the claim and the person who caused the damage, or was obliged to do so without gross negligence.
- 11.5 LÜCO assumes no liability for parts of the trade fair stand and / or exhibits supplied by the customer.

## **12. Trade fair cancellations / force majeure**

- 12.1 The customer bears the risk of use of the exhibition stand. If the customer cannot use the exhibition stand for reasons for which LÜCO is not responsible, this does not release the customer from his performance obligations. The right to cancel remains unaffected. This also applies to trade fair cancellations by the organizer or due to official directives.
- 12.2 "Force Majeure" is any event that has no connection with the operation of LÜCO or the customer and which cannot be avoided even with the utmost care that can reasonably be expected, such as war, riots, natural disasters, storm surges, state embargoes or official directives, through which LÜCO or a third party involved in fulfilling its obligations under the contract with the customer is prevented from carrying out its contractual obligations.

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12.3 If it is not possible for LÜCO to fulfil its contractual obligations properly due to force majeure or for other reasons for which it is not responsible, the customer will not be entitled to any rights of withdrawal, termination or reduction, nor any other claims, in particular claims for damages against LÜCO. The same applies if the customer cannot attend the trade fair due to force majeure or for other reasons for which LÜCO is not responsible.

### **13. Termination by the customer**

13.1 Until the handover of the exhibition stand (see section 7.1), the contract can be terminated at any time formally or for an important reason.

13.2 After handover, the contract can only be terminated for an important reason.

13.3 Any termination must be in writing.

13.4 In the event of ordinary termination before handover (see Section 7.1), LÜCO is entitled to demand the agreed remuneration. However, LÜCO has to be credited for what it has saved as a result of the termination of the contract or what it has acquired or what it has maliciously failed to acquire through alternative employment of the workforce.

In regular terms LÜCO's right to remuneration in the event of termination by the customer amounts to:

13.4.1 up to 21 days before the official start of construction announced by the organizer between 50 and 70% of the total amount shown in the order confirmation;

13.4.2 within 21 days prior to the official start of construction announced by the organizer between 75 and 90% of the total amount shown in the order confirmation, and

13.4.3 after the official start of construction announced by the organizer between 95 and 100% of the total amount shown in the order confirmation.

In each individual case, the customer is allowed to prove that a higher expenditure was avoided or that a higher amount was acquired through alternative employment of the worker or that the intention to do so was maliciously omitted.

13.5 In the event of termination for an important reason before handover, LÜCO is entitled to remuneration for the services provided up to the termination.

13.6 In the event of termination for an important reason after handover, LÜCO is entitled to demand full payment, provided that LÜCO is not responsible for the important reason. However, LÜCO must have the advantages that result from the premature termination of the contract taken into account. In this case, the customer is allowed to prove that LÜCO must have a higher advantage credited.

13.7 In any event of termination, the customer is obliged to indemnify LÜCO against claims arising from contracts with third parties which LÜCO has concluded with the customer on the basis of trust in the performance of the contract.

### **14. Property rights**

14.1 If the customer provides images, texts or plans, LÜCO does not check their copyrights or the content and formal correctness.

14.2 If materials or documents for the manufacture of the exhibition stand are handed over by the customer, the customer guarantees that third party property rights are not violated by the production and delivery of the work carried out according to his documents. LÜCO is not obliged to check whether the information and documents provided by the customer for production and delivery violate property rights of third parties. The customer undertakes to immediately

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indemnify LÜCO against any claims for damages by third parties and to compensate LÜCO for any damage that may result from the violation of property rights.

**15. Offsetting and assignment**

15.1 The customer's right to refuse performance, in particular the right to offset and withhold payment, is excluded unless the counterclaim of the customer is undisputed or has been legally established.

15.2 The rights of the customer can only be transferred in writing with the prior consent of LÜCO.

**16. Advertising with reference**

Unless the customer declares otherwise, LÜCO is entitled also after handover to take photographs of exhibition stands equipped with the customer's exhibits and to use the photos free of charge as reference objects for advertising purposes. Only photographs on which neither the customer's employees nor business partners are recognizable may be used, unless the depicted persons have expressly agreed to their publication by LÜCO.

**17. Data protection**

LÜCO collects, uses and processes personal data of the customer for the establishment, implementation and processing of the contractual relationship with the customer on the basis of the legal regulations. The data protection information also applies.

**18. Final provisions**

18.1 The contractual relationships between LÜCO and the customer are subject exclusively to German law, excluding those provisions of private international law (IPR) that refer to another legal system. The application of the UN sales law to this contract is excluded.

18.2 Should individual regulations of these terms and conditions or the contract be or become ineffective, the effectiveness of the remaining regulations will not be affected. The parties mutually undertake, by means of a separate agreement, to replace an ineffective provision with a legally effective provision that comes as close as possible to the economic meaning and purpose of the ineffective provision. The above provision applies accordingly in the case of loopholes.

18.3 Place of performance and place of jurisdiction for merchants, legal entities under public law or special funds under public law, for people who do not have a general place of jurisdiction in Germany, as well as for people who have moved their domicile or habitual place of residence abroad or their domicile after conclusion of the contract or whose whereabouts or habitual place of residence are not known at the time a lawsuit is filed, is the main office of LÜCO.