

General terms & conditions in the stand construction, planning and services of IMAG

1. Scope

These general terms and conditions are exclusively valid in terms of performance in the stand construction, planning and service segments.

The consideration of other general terms - with the exception of the general terms and conditions of IMAG as organizer and co-organizer of trade fairs - in particular, of the customer, is expressly contradicted. And this is expressly so in the case, in which these are sent to us in a confirmation letter or in any other way. Any deviating conditions are only valid on the basis of our express consent in writing.

2. Quotations and Draft Documents

- 2.01 If quotations are worked out according to the statements made by the customer and on the basis of the documents provided by the relevant trade fair management, the agent does not assume any liability for the correctness of the statements made and of the documents received, unless their faultiness and infeasibility is not recognized deliberately and grossly negligently.
- 2.02 Unless there is nothing else determined in writing, quotations, plans, drafts and drawings, made by the agent, remain the property of the agent with all the rights involved. The customer is obliged not to use these in any other form, in particular with regard to the duplication and distribution and transfer to any third party as well as carrying out of alterations without any express consent of the agent. If this commitment is violated by the customer, he will be obliged, irrespectively of any ongoing injunctive relief and claims, to pay the expense and the drafting of the documents plus an appropriate user fee.
- 2.03 Plan alterations are charged at an hourly fee of EUR 65 for each change from the third alteration onwards. From the assembly date on, alterations with the stand design are only carried out under reserve of their feasibility and under consideration of additional costs (hourly fee of EUR 65).

3. Renting

- 3.01 All parts delivered (appliances, furniture, advertising stands) are let to the customer (lessee). The rental property, as a general rule, is used several times and, for this reason, is not always in mint condition.
- 3.02 The rental period is accounted for the period of the trade fair. The rental period commences with the arrival of the rental property at the place of use one day before the beginning of the trade show. It ends at the earliest, following the end of the last day of the trade show. The customer (lessee) has to hand back - at his risk and expense - the rental property immediately following the end of the rental period in the same way to the agent (lessor), as the handing over of the rental property had been done to him.
- 3.03 There will be no partial repayments of rental costs for objects that form part of the standard equipment and are not used by the customer (lessee). These objects may neither be exchanged nor accounted for against other performance.
- 3.04 The agent (lessor) shall provide the customer (lessee) with the requested rental property without further services.
- 3.05 Any deviations in dimensions, weight and color of the rental property compared to the printed reproduction in the catalogue remain under reserve, in as far as these may be considered minor and are customary. If ordered rental properties are no longer in stock, the agent reserves the right to deliver comparable items or items of higher quality.
- 3.06 The rental prices include: Assembly / disassembly of the rental property with connection to the interfaces provided as well as a functional briefing. Waiting times are charged. Equally, the services before and during the event generated by the customer (e.g. rehearsals, care) are charged at common market fees. Lifting devices, hub devices and similar items are, if required, not included in the price and have to be paid by the customer (lessee).
- 3.07 The customer (lessee) is obliged to make use of the rental property with care. Any obligations connected to the property, the use and the receipt of the rental property have to be observed – the same is true for maintenance, care, and the agent's recommendations of use. A sub-letting of the rental property is not allowed. The customer (lessee) has to keep the rental property in his immediate property and use it exclusively at the locations agreed upon. The customer ensures that the agent may examine the rental property at any time.
- 3.08 Wall elements damaged without the express consent of the agent by hanging up pictures, exhibits, etc. with screws, nails, etc., or by the gluing of fails that cannot be used again because of the residues, are charged to the customer. The same is true for other rental properties having been damaged.
- 3.09 The stand has to be left empty following the end of the event. Booths are to be emptied and booth doors may not be barred.

4. Accomplishment of Performance, Delivery of Rental Property

The completion of stands and other performances agreed upon is done by arrangement, as a rule at the latest by 6 pm upon the day before the opening of the trade show, unless the organizer stipulates another regulation. The agent reserves the right to carry out minor remaining works until the trade fair or exhibition is opened, provided there is no considerable impairment or disturbance of the standby the customer.

5. Acceptance, Duty for Lodging a Complaint

- 5.01 The acceptance is affected following the completion of the overall performance at the point in time agreed, however, at the latest at 6 pm upon the day before the trade fair is opened.
- 5.02 The customer is obliged to do the acceptance, if the preconditions are met. The acceptance remains the same, if the customer does not accept the overall performance, despite being committed to do so.

6. Warranty, Liability

- 6.01 With a justified and timely notice of the defect the agent is entitled and obliged - according to its own choice - to provide for a compensation delivery or the rectification of the defects. With a twofold failure of the compensation delivery, respectively the rectification, the customer has reserved the right to demand a price reduction, or with considerable defects the rescission of the contract.

- 6.02 Further demands due to defects or other claims for damages, in particular, because of consequential damage, are excluded, unless there is intention or gross negligence. In any case, liability is limited up to the amount of the contractual sum.
- 6.03 The agent is not liable for any objects left behind during the assembly or disassembly of the exhibition stands before or after the completion of a trade fair, unless there is intention or gross negligence.
- 6.04 Liability is entirely excluded during the duration of the trade fair.
- 6.05 Liability of the Customer.
The customer is liable vis-à-vis the agent for all damages arising out of the use of the rental properties according to the instructions. The danger of incidental destruction, of incidental or intentional damage as well as theft is borne by the customer from the passing of the risk. In case of a total loss or other destruction of the rental properties, the customer has to bear the current replacement value of the rental properties independent of whether he caused the damage or not.

7. Prices and Terms of Payment

- 7.01 The prices of the performance services are defined in the order forms, the special participation conditions and in the Exhibitor or Service Manual. All prices do not include packaging, freight, postage, insurance and other possible forwarding expenses. Taxes, related to sales volume, legally due in the corresponding exhibiting country, are not included either.
- 7.02 The terms of payment are defined according to the relevant quotation and are quoted on the invoices in form of a payment plan or credit period.
If the payment address is different from the customer's address, the customer guarantees the payment by the recipient of the invoice.
- 7.03 With default of payment the customer is entitled to exercise a lien for all outstanding deliveries and performances without any prior notice, or demand further down payments not having been negotiated up to this point in time. The same is valid, if - due to a deterioration of the financial circumstances becoming known after the conclusion of the contract - the fulfilment of the payment claim seems to be in danger with the customer

8. Charging / Lien

The charging against counter claims by the customer may only be admitted, in case of undisputed or legally valid and determined claims. The assertion of a lien by the customer due to counter claims not acknowledged or not legally binding is excluded, unless these claims are based on the same contractual relationship.

9. Force majeure, cancellation of the event

If IMAG is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against IMAG, in particular claims for damages. If IMAG cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for IMAG to hold the event, IMAG is not liable for resulting damages and disadvantages to exhibitors arising from the cancellation of the event.

10. Advertising Permission

The agent is entitled to use graphical material, as well as planning documents of his performance carried out for the relevant customer for his corporate advertising in each possible form.

11. Liability and insurance

- 11.01 IMAG is liable for damage caused intentionally or by gross negligence of its employees. In the case of negligence, IMAG is liable only for the infringement of contractual obligations, in particular those relating to essential services. In the case of negligence, IMAG is not liable for consequential damage and is otherwise liable only for a maximum of three times the net participation fee. The aforementioned limitations of liability apply only to traders and legal persons; they do not apply for the benefit of IMAG's employers' liability insurance.
- 11.02 In the case of exhibitors being traders, IMAG is under no circumstances liable for damage to or loss of goods brought to the event by exhibitors, stand fittings or furnishings. This applies irrespective of the damage or loss occurring before, during or after the event.
- 11.03 Exhibitors for their part are liable for any culpable damage to persons and property caused by themselves, their employees, their representatives, their exhibits or equipment.
- 11.04 Exhibitors solely are responsible for the safety of their stands and personnel during assembly, the actual event and dismantling.

12. Circulars

When the stand areas have been allocated, exhibitors will be informed by circulars about preparations, participation and the event. Exhibitors solely are responsible for any consequences that arise as a result of ignoring the contents of these circulars and are responsible to facilitate receiving these circulars.

13. Data protection

- 13.01 Personal data, which have been collected from or sent by the exhibitor, may be used to fulfil the business purposes of IMAG within the context of the statutory data protection regulations.
- 13.02 IMAG and its affiliated companies, as well as its foreign representative offices, some of which are situated outside of the EU and the EEA, are also authorized to use these personal data to provide information on a regular basis about the services of IMAG and its affiliated companies, as well as its foreign representative offices, by letter, e-mail, telephone or telefax.
- 13.03 The exhibitor shall ensure the data protection requirements of the foregoing uses with appropriate measures (e.g. consent of its employees).
The exhibitor is liable to IMAG for damages and expenses from the infringement of this undertaking and indemnifies IMAG upon first request for relevant third-party claims.
- 13.04 Some services which are necessary for the exhibitor's participation in the exhibition will be rendered by third parties (e.g. freight forwarder, travel agency, catalogue publisher). IMAG is entitled to inform such third parties about the exhibitor's application and to transfer the relevant data.

14. Proviso

- 14.01 Regulations and guidelines of the authorities responsible in the host country, which deviate from these General Terms and Conditions, the Special Terms and Conditions or any of IMAG's individual regulations, or that impose additional restrictions, always have priority. The event organizers or the lessor of the exhibition grounds and IMAG are not liable for damages and other disadvantages sustained by the exhibitor.
- 14.02 The event organizers, respectively IMAG, are entitled to postpone, curtail, extend or cancel the event, as well as to close it temporarily or finally in individual parts or in its entirety, if unforeseen circumstances, such as force majeure, natural catastrophe, war, public disorder, strike, breakdown or obstruction of transportation or telecommunications, demand such a measure.
- Exhibitors do not thereby acquire the right to withdraw from or cancel their contracts. If the event is postponed, curtailed, extended or closed, the exhibitor cannot claim for resulting damages. If the event is cancelled, neither the organizers nor IMAG are liable for damages or other disadvantages sustained by the exhibitor. Upon IMAG's demand, the exhibitor is obliged to bear an appropriate share of the costs incurred for the preparation of the trade fair or joint presentation. IMAG determines the share to be paid by each exhibitor.

15. Final provisions

- 15.01 The range of services covered by the participation fee is described in the Special Terms and Conditions and IMAG's Exhibitor Manual.
- 15.02 If the exhibitor has commissioned IMAG to perform services subject to a charge, which are outside the scope of the Special Terms and Conditions and the services listed in IMAG's Exhibitor Manual, he will be invoiced for the costs incurred.
- 15.03 All verbal agreements, individual and special arrangements are valid only with IMAG's written confirmation.
- 15.04 For both parties, the rights and obligations arising from this contractual relationship are governed by the law of the Federal Republic of Germany.
- 15.05 Munich is the place of performance for all financial obligations. The Munich courts shall have jurisdiction for all litigations arising from the contract if the contracting parties are traders, legal persons under public law or a special fund under public law, or at least one of the contracting parties does not fall within the general jurisdiction of the German courts. The same shall apply if, after conclusion of the contract, one of the contracting parties moves his place of residence or customary place of abode from Germany, or his personal whereabouts are not known at the time of bringing an action.
- 15.06 All the exhibitor's claims against IMAG lapse after a period of six months from the end of the month in which the closing date of the event falls.
- 15.07 The contract and any modifications thereto must be made in writing. Should one or several of the aforementioned conditions become invalid in whole or in part, the other conditions will remain effective. These are to be interpreted in such a way that the aim and purpose of the contract remain unaffected.

IMAG GmbH, Munich, March 2020
IMAG reserves the right to make changes.