

**BLICKFANG MESSEBAU GMBH GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT**

We exclusively conclude business based on our delivery and payment terms below. The same shall also apply to any and all future business relationships, even if not explicitly agreed to again. Deviations from our Terms and Conditions are only valid if we confirm them to you in writing. Any customer relationships not acknowledged in writing shall not be considered binding for us, including where we do not explicitly object to them. The customer shall be notified of any amendments to these Terms and Conditions of Delivery and Payment in writing.

Such amendments shall be deemed to have been approved if and insofar as no written objection is received from the customer. We shall make special reference to this consequence when notifying the customer. The customer must notify us of any objections within one (1) month as of receiving notification of such amendments.

**I. OFFER, SCOPE OF DELIVERY**

1. Our offers are subject to change. The validity of any verbal agreements or agreements by telephone shall require our written confirmation.
2. The scope of the deliveries shall be determined based on our written order confirmation. If this is not available, our offer shall be decisive. Ancillary agreements and amendments must be confirmed by us in writing.
3. The written form requirement may also be met by fax or email.
4. Costs in advance of a commission for a trade stall draft design and presentations shall be calculated based on the offer or by expense, taking the Schedule of Services and Fees for Architects and Engineers (Honorarordnung für Architekten und Ingenieure [HOAI]) taken as the basis.
5. BLICKFANG Messebau GmbH may use unused design offers provided free of charge as display objects for advertising purposes.

**II. DEADLINES, DEFAULT, TRANSFER OF RISK**

1. The deadlines specified in our order confirmations or otherwise agreed with the customer are decisive. Compliance with these deadlines assumes the timely receipt of all documentation to be provided by the customer as well as compliance with the agreed payment terms and any other obligations. If these conditions are not met on time, the delivery deadline shall be extended for a duration commensurate with these delays. Partial deliveries are permissible to an extent that is reasonable for the customer.
2. Non-compliance with a firmly agreed deadline shall result in the customer being entitled to withdraw from the contract to the exclusion of any further rights. This shall also apply should we inform the customer that we are unable to deliver on time due to circumstances not attributable to us or due to acts of God – regardless of whether these occurred with us or with a third-party company commissioned by us. We are only obligated to pay compensation if the inability to deliver on time as defined by Section VI is attributable to us.
3. With respect to the delivery of merchandise, a grace period of 21 days shall be imposed upon the expiry of the agreed delivery date. Section 2 shall apply *mutatis mutandis* upon the expiry of this grace period.
4. We shall inform the customer immediately in the event that delivery or provision of service is delayed.
5. Unless agreed otherwise, the delivery type and method are at our discretion. Goods may be insured upon request by the customer and at the expense of the same.
6. Risk shall transfer to the customer upon dispatch of the goods. If dispatch is delayed for reasons which the customer or its vicarious agents may influence, risk shall transfer upon notification that we are ready to dispatch.

**III. PRICING AND PAYMENT TERMS**

1. The prices quoted in our order confirmations plus statutory VAT are decisive. Delivery and packaging are charged extra at cost.
2. Goods shall be sent exclusively by cash on delivery. Goods being shipped abroad shall require the customer to pay in advance. Invoices are payable immediately.
3. Should it become apparent upon conclusion of the contract that our claim to payment is put at risk by deficient customer performance, we may refuse to make the payment due and set the customer a deadline for payment by instalment in exchange for deliveries and collateral. In the event of the expiry of such a deadline without payment being received, we are entitled to withdraw from the contract and demand compensation. The deadline need not be set if the customer earnestly and definitively refuses or if there are special circumstances to justify our immediate withdrawal, taking into account mutual interests.
4. Payment by cheque or by bill of exchange shall be undertaken on account of performance. We are entitled to refuse bills of exchange and cheques. Discount charges shall be calculated from the day on which the invoice amount falls due. If the customer culpably fails to meet its payment obligations, if in particular it fails to pay by cheque or bill of exchange, or if it ceases payment, we are entitled to demand the entire outstanding debt, even if cheques and bills of exchange have been accepted. We are furthermore entitled to demand payment in advance.
5. Offsetting amounts with counter-claims or asserting rights of retention shall only be permitted if and insofar as the customer's claims have been confirmed as undisputed and legally binding.
6. Invoice due date: 50% of the order total when the order is placed; 50% of the order total when the goods are delivered

**IV. RETENTION OF TITLE**

1. All delivered goods shall remain our property until such time as the agreed price has been paid in full. In the event of delivery to merchants, the goods shall remain our property until such time as all claims from the business relationship and any future claims have been paid and any bills of exchange or cheques have been paid in. For open accounts, the reserved title is deemed to be security for the amount outstanding.
2. The customer may sell on the goods/services in the course of ordinary business. The customer hereby assigns to us in advance its claims from the resale of the retained goods, particularly the payment claim against its buyers. We hereby accept this assignment. Upon request by us, the customer shall undertake to notify its debtors of this assignment. The customer shall notify us of any receivables as well as the names of debtors.
3. The customer is entitled to collect receivables from the resale. In the event of a default in payment, or if we become aware of any circumstances that may reduce the customer's creditworthiness according to our prudent commercial judgement, we shall be entitled to

revoke the right to collection.

4. As a manufacturer as defined by Section 950 of the German Civil Code (*Bürgerliches Gesetzbuch [BGB]*), the processing and treatment of the retained goods shall be undertaken without us incurring any obligations. If the retained goods are mixed with other items not associated with us, we shall acquire co-ownership of the new item at an amount proportionately commensurate to the invoice value of the retained goods to the invoice value of the other goods used at such time as they are processed.

5. A transfer by way of security of goods in our possession is not permitted. In the event that third parties have access to the retained goods, particularly where this involves distraint, the customer shall inform them of our ownership of the goods and shall notify us immediately, providing a copy of the distraint record.

6. In the event of conduct by the customer in breach of this contract, we shall be entitled to withdraw from the contract and demand the goods delivered by us to be returned.

7. If the value of the securities granted exceeds our claims by more than 20%, we shall undertake, at the customer's request, to make a return transfer or to release the securities at our discretion.

#### V. CUSTOMER'S RIGHTS IN CASE OF DEFECTS

1. The customer shall immediately inform us of any defects in writing, but not later than within one (1) week as of receiving the goods. In the event of defects that cannot reasonably be discovered within this period, including upon careful inspection, the customer shall inform us immediately upon discovery.

2. In case of any notice of defect that is justified, we are entitled to either rectify the defect or deliver a replacement at our discretion within a reasonable period of at least 14 days. In the event that supplementary performance fails, the customer may withdraw from the contract if and insofar as the contract violation is more than minor. Furthermore, the customer shall be entitled to demand compensation or reimbursement for its expenses. The claim for supplementary performance is triggered separately for each defect. The customer is not entitled to a reduction for minor defects.

3. Customer claims based on the expenses required for the purpose of supplementary performance, particularly transport, travel, work and material costs, shall be excluded if and insofar as these expenses increase as a result of the customer or a third party subsequently moving the delivery item to a different location, except where such transport is in line with the intended use of the delivery item, or where this had been agreed with us upon conclusion of the contract.

4. Claims asserted by the customer for defects are subject to a limitation period of 12 months. This shall not apply if and insofar as the law pursuant to Sections 438 Paragraph 1(2), 479 Paragraph 1 and 634a Paragraph 1(2) BGB stipulate a longer period, i.e. for buildings and items relating to buildings, the right to recourse or construction defects.

#### VI. LIMITATION OF LIABILITY

1. We shall not be held liable for any slightly negligent violation of non-material contractual obligations.

2. Our liability for consequential damage due to defects, except in the case of intent, gross negligence or a violation of material contractual obligations, shall be excluded. If and insofar as we are liable for consequential damage due to defects, liability shall be limited to the foreseeable damages where such damages are not attributable to extraordinary circumstances.

3. Customer claims based on product liability or for physical injuries or damages to health attributable to us, as well as for the loss of life of the purchaser or its vicarious agents, shall remain unaffected.

4. The limitation period pursuant to Section V.4 shall not apply if we are guilty of gross negligence, or should we be responsible for body injury or injury to health, or for the loss of life of the purchaser or its vicarious agents.

5. The burden of proof for matters subject to a limitation of liability or an exclusion of liability lies with us.

#### VII. Withdrawal of the customer

If the customer withdraws from the agreement due to reasons beyond our control, the following lump-sum compensation will be invoiced to the customer:

- till 8 weeks before beginning of the fair: 50 % of the order amount
  - till 6 weeks before beginning of the fair: 75 % of the order amount
  - till 3 weeks before beginning of the fair: 90 % of the order amount
  - within 3 weeks before beginning of the fair: 100 % of the order amount
- It remains to the customer to prove that the damages are lower.

#### VIII. JURISDICTION AND APPLICABLE LAW

1. The jurisdiction for all disputes resulting from this contractual relationship is Cologne if the customer is registered merchant, a corporate body under public law or special fund under public law. However, we reserve the right to appeal to the competent court at the customer's headquarters.

2. German law shall apply exclusively. Application of United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall be excluded.

#### IX. DATA PROTECTION

We are entitled to store, send, amend and delete personal customer data. The customer hereby acknowledges this in accordance with Section 26 of the German Federal Data Protection Act (*Bundesdatenschutzgesetz [BDSG]*).

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