

Terms of rental of Meplan GmbH

1. General remarks

- 1.1 All legal transactions and offers are subject only to our terms of business as set out below. This also applies to all future legal transactions. Any provisions of the customer deviating from our terms of rental are not valid; this also applies even if the provisions concerned are not repudiated explicitly. Our terms of rental apply for both prefabricated stands (stand systems) as well as for stands commissioned on an individual basis (customised stands).
- 1.2 The exhibition stands (stand systems or customised stands) supplied are as a general rule provided only on a rental basis. All parts supplied are therefore rented explicitly unless the elements concerned are explicitly declared to be parts for sale as set out in the offer and/or confirmation of order.
- 1.3 Offers we submit to the customer merely serve as a basis of agreement for a contractual relationship unless they are declared in writing to be binding. The contract is concluded by way of us sending the customer a confirmation of order in reply to his or her offer.
- 1.4 All agreements, orders, amendments and cancellations must be made in writing. In the event that the customer has not received a confirmation of order up to 10 working days prior to the commencement of the event, we must be urgently notified in writing to this effect. A set-up plan and list of the items/services ordered are attached to the confirmation of order.
- 1.5 If assembly and installation services are to be rendered by us, then the services concerned are additionally subject to separate agreements.

2. Prices

- 2.1 The given prices apply plus statutory value-added tax in the absence of any agreement to the contrary. All the prices concerned are for the rental provision of the relevant items for the duration of the trade fair/exhibition in the absence of any agreement to the contrary.
- 2.2 The prices do not include costs for connections provided on site, costs for approval procedures (e.g. structural calculations) or fees of any kind raised by exhibition companies, forwarding companies, customs authorities, etc.
- 2.3 Any additional charges due for the given rental item resulting from an increase in value-added tax, transportation tax, customs duties, export duties, overseas freight costs or similar measures or orders imposed by the relevant authorities after contract conclusion are payable by the customer.
- 2.4 We are entitled to additionally invoice the customer with such increases in our purchasing prices compared with those applying at the time of contract conclusion as are attributable to changes set out under Item 2.3.
- 2.5 Each contracting party can demand price adjustments 4 months after the time of contract conclusion if the prices for the materials required or wage and/or ancillary wage costs based on statutory or collectively agreed adjustments have changed in total by more than 5%. The contracting party demanding the given adjustment is to provide evidence that the relevant requirements have been met.
- 2.6 In the case of stand systems, each change of plan after the third such change is subject to a flat-rate charge of EUR 25.00 plus VAT per change. Once the stand set-up period has commenced, any changes to the stand layout in the case of both stand systems and customised stands can only be carried out subject to the feasibility of the change concerned and additional costs (hourly rate of EUR 45.00 plus materials plus VAT).

3. Delivery period and default on delivery

- 3.1 Compliance with delivery and service provision obligations on our part depends on the punctual, proper and orderly compliance with obligations on the part of the customer. These include the punctual receipt of documents to be provided by the customer, the punctual clarification and approval of plans, no on-site hindrances, compliance with the agreed terms of payment and other obligations on the part of the customer. In the event that the given requirements are not met on time or incompletely, then the delivery period will be appropriately extended.

- 3.2 Should the supply of our products/services be delayed or rendered impossible by such circumstance as is not our responsibility, then we are exempted from supplying the product/service for the duration of the given hindrance and the implications thereof. No compensation claims can be asserted against us. Each contracting party is entitled to cancel the contract concerned should service provision be delayed or rendered impossible in this way for a period exceeding 4 weeks.
- 3.3 We are not responsible for such delays in service provision as are attributable to statutory import restrictions such as those in respect of foreign exchange transactions, etc.

4. Terms of payment

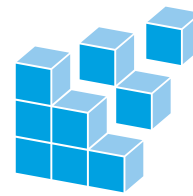
- 4.1 Payment is due without deduction immediately upon receipt of the given invoice in the absence of any written agreement to the contrary.
- 4.2 The customer is only entitled to set off other claims against the claim concerned if his or her counterclaim is legally valid, undisputed or recognised by us. Moreover, he or she is only authorised to exercise the given withholding entitlement to the extent that the counterclaim concerned arises from the same contractual relationship. The assertion of any withholding entitlement above and beyond this – with particular regard to the commercial withholding entitlement as set out under § 369 of the German Commercial Code (HGB) is excluded.
- 4.3 We accept bills of exchange as payment only after our prior written approval and for the purpose of fulfilling obligations. All costs are payable by the customer. The claim to payment continues to exist until such time as the bill of exchange has been redeemed.
- 4.4 In the event that such events occur in respect of the customer as impinge upon his or her creditworthiness, we are entitled to demand immediate payment of all such receivables as are still open and already due and, to the extent that such payment is not received despite the customer having been set a reasonable payment deadline, to cancel the contract and recover the items supplied by us.
- 4.5 In the case of default on payment, we are entitled, having set a reasonable payment deadline, to cancel the contract without prior notification of intent or claim compensation for damages. The assertion of further claims above all due to delayed payment remains unaffected by this.

5. Security precautions/obligations on the part of the customer

- 5.1 Cabins and lockable items of furniture are not secured against breaking and entry. The locking mechanisms are only intended to provide privacy. We therefore advise you urgently to order stand security services. Moreover, the customer is urgently advised to insure all rented items as well as exhibits and the like in an appropriate manner (value of approx. EUR 500.00 per m² stand structure). We are not liable for any items left on the stand.
- 5.2 Should the customer supply materials or documents for the purpose of producing the object of contract, then the customer is responsible for guaranteeing that the items produced and supplied in accordance with his or her documents do not violate any third-party property protection rights. We are not obliged to check whether the data and documents provided by the customer for production and supply purposes violate third-party property protection rights. The customer undertakes to exempt us from all compensation claims or other claims asserted by third parties in this connection as soon as he or she is asked to do so and to pay all damages arising from the violation of property protection rights.
- 5.3 It is the customer's responsibility to order stand perimeter walls. The usage of the rear walls of neighbouring stands as perimeter walls for the customer's own stand is not allowed.

6. Storage

As a general rule, no items belonging to the customer are stored on his or her behalf. Should storage services be required and rendered exceptionally, this is only done if an appropriate storage note is issued. We are only liable for the items stored in cases of wilful and grossly negligent behaviour on our part as well as in the event of our violation of key contractual obligations.



7. Provisions specific to rental contracts

- 7.1 The rental items are supplied exclusively for the purpose and period agreed. The rental contract cannot be cancelled ordinarily. The items may only be sublet with our explicit approval.
- 7.2 The state and completeness of the rental items are to be checked by the customer upon their receipt. The provisions set out under § 377 German Commercial Code (HGB) apply where appropriate. A report on the transfer of the items concerned (acceptance report) is to be drawn up. The transfer occurs at an agreed point in time, no later than 18.00 hrs on the day prior to the opening of the trade fair/exhibition, however. The customer is obliged to accept the items to the extent that the necessary requirements have been met. A failure by the customer to accept the overall performance even though he is under an obligation to do so, has the same effect as an acceptance of the work/items.
- 7.3 As the rental items concerned are not new, normal traces of usage as well as wear and tear do not justify claims in respect of rectification, replacement or return. This also applies to such deviations in colour and surface finish as are typical of the materials concerned.
- 7.4 The risk of accidental loss or damage is transferred to the hirer when the rental items are handed over to him or her. Any loss of or damage to the rental items must be notified to us without delay so that joint measures in respect of damage limitation/rectification can be coordinated. The risk borne by the customer is transferred back to us once the items are returned.
- 7.5 Irrespective of whether culpable or not, the customer is liable for any loss of or damage to the rental items during the period in which the given items are in his or her custody. He or she undertakes to reimburse any costs incurred for the production/repair of the rental items up to a maximum amount equating to the value of the items concerned at the time they were accepted by the customer. We advise the customer to insure the rental items against loss, damage and vandalism at his or her own expense. The insurance value of the rental items can be provided by us upon request. Any damaged stand system walls will be charged to the customer at a price of EUR 50.00 plus value-added tax each.
- 7.6 The rental relationship is automatically terminated at the end of the given event (trade fair/exhibition) and dismantling work commences with immediate effect of the end of the given event in the absence of any agreement to the contrary. Any item left behind on the rental stand will be disposed of without any claim to reimbursement of the value on the part of the customer.
- 7.7 The customer is responsible for the care and supervision of all rental items in his or her custody from the time of acceptance of same up until 2 hours after the trade fair/exhibition has ended. In the event that the customer violates his or her care and supervision obligations, he or she must compensate us for the damage thus incurred.
- 7.8 No pro-rata repayment of rental costs is made for such items supplied as basic, standard equipment as are not needed by the customer in specific cases. Nor can the items concerned be swapped or set off against other services by way of payment.

8. Limitation of liability

We are liable in accordance with statutory regulations for damage in respect of injury to life, body or health. As far as other damage is concerned, we are liable only in cases of wilful or grossly negligent behaviour on our part subject to the provisions set out under Sentence 3. As far as other damage attributable to negligent behaviour constituting a violation of key contractual terms is concerned, we are also liable in such cases, limited however to foreseeable damage. The above provisions in respect of liability limitation apply to both statutory and contractual claims, with specific regard to compensation claims arising from warranty terms. Any liability in accordance with provisions set out in the Product Liability Act remain unaffected by the above terms.

9. Copyright and other property protection rights

- 9.1 Any draft documents, plans, drawings, production and assembly documents as well as the design and concept description all remain our intellectual property. The customer is not entitled without our consent to copy the documents generated as a result, use them for his or her own purposes or pass them on to third parties. Nor is he or she entitled to build structures subsequently on the basis of them in the absence of any agreement to the contrary.

- 9.2 Should the customer violate the obligations set out under Item 9.1, then he or she is to pay a contractual fine amounting to 50 % of the rental price agreed between the contracting parties for the rental items concerned, but at least EUR 5,000.00. The contractual fine can then be set off against any compensation claim that may be asserted. Further claims particularly in respect of the customer refraining from such actions remain unaffected by this.
- 9.3 Even after payment of the agreed charge, the copyright to the documents mentioned under Item 9.1 and the items we produce remains with us.
- 9.4 We are entitled to display our company name in an appropriate size on the items produced by us and/or based on the customer's plans, particularly with regard to exhibition stands. Moreover, we are entitled to publish photographic material of the services rendered and/or use them for promotional purposes at no cost and without requiring the customer's specific consent to do so.

10. Data processing

We are entitled to process such data concerning the customer as we receive by way of the business relationship or in connection with same in accordance with the provisions set out in the Data Protection Act, irrespective of whether the data concerned comes from the customer himself or herself or from third parties.

11. Place of performance and court of jurisdiction

- 11.1 The place of performance for payment by the customer is Munich.
- 11.2 The following applies to customers with their principal place of business located within the Federal Republic of Germany: If the exhibitor is a trader, legal person under public law or special fund under public law, the Munich courts have jurisdiction. We are also entitled, if we so wish, to bring an action against the customer at the court having jurisdiction at the customer's principal place of business.
- The following applies to customers with their principal place of business located outside the Federal Republic of Germany but within the area of application of Regulation (EC) No. 44/2001, the EC Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters and the Lugano Convention - if the exhibitor is engaged in a trade or business and does not fall under the general jurisdiction of the Federal Republic of Germany, the Munich courts have jurisdiction for all disputes arising from or in connection with this contract. We are also entitled, if we so wish, to bring an action against the exhibitor at the court having jurisdiction at the customer's principal place of business.
- The following applies to customers with their principal place of business located outside the Federal Republic of Germany and outside the area of application of Regulation (EC) No. 44/2001, the EC Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters and the Lugano Convention - all disputes arising from or in connection with this contract whose value does not exceed EUR 100,000.00 are to be decided via the Euroarbitration system of the European network REAM. The court of arbitration of the Italian Chamber of Commerce in Munich is to be the arbitration centre. Arbitration proceedings are to be held in Munich and conducted in German.
- A sole arbitrator will decide on the dispute as seems fair and reasonable. The parties undertake to abide by the arbitral award.
- Disputes exceeding a value of EUR 100,000.00 are subject to the arbitration of the court of arbitration of the Italian Chamber of Commerce in Munich and its rules of arbitration. Arbitration proceedings are to be held in Munich and conducted in German. A sole arbitrator will decide on the dispute as seems fair and reasonable. The parties undertake to abide by the arbitral award.
- 11.3 For all legal relations between ourselves and the customer, the law of the Federal Republic of Germany applies under the exclusion of the Vienna Convention on International Sale of Goods 1980 (CISG), even in cases where the customer's principal place of business or domicile is located abroad.
- 11.4 Should one provision of these terms be or become invalid, then the validity of all the other provisions of these terms remains unaffected by this.

Status: August 2007

