

GOC: General purchasing, renting and ordering terms and conditions

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§ 1 General information

Evonic mainly carries out contracts in fairs, exhibitions and events, but also in marketing and business consulting and development. An essential component of the contracts is the provision of services on time, as any delay in the areas mentioned above may result in significant damage and in particular may endanger the opening of the exhibitions or events of our customers. Therefore, all dates given by us are fixed dates. In addition, the quality-oriented implementation of the projects according to Evonic must be ensured. To guarantee a quality-oriented exhibition of the customers at due date, the following conditions which supplement the provisions in the contract/order regulate the legal relationship between the contractor and Evonic.

§ 2 Scope

- 1.) Unless otherwise agreed on in writing, these terms and conditions are valid for all deliveries and performances commissioned by Evonic, even for rental provision. Conflicting or deviating terms and conditions shall not be accepted unless they were explicitly agreed on in written form in advance. These conditions also apply if Evonic accepts the delivery without any reservation while being in knowledge of terms and conditions which are opposing to or deviating from these terms and conditions. Even if Evonic refers back to a letter, containing the terms and conditions of the customer or a third party or referring to such, this shall not constitute agreement with those terms. Our terms and conditions also apply to all future transactions with the contractor.
- 2.) The rights for work results that are assigned by the contractor in accordance with these terms and conditions are considered as settled with the compensation stated in the order, unless otherwise explicitly agreed in writing.
- 3.) The terms and conditions apply only to merchants according to § 14 BGB.

§ 3 Offer, order and order confirmation

- 1.) Offers shall be submitted in a simple, non-binding and free manner. The contractor's offer has to adhere to the request or tender in terms of quantity, quality and execution. In case of discrepancy, he shall explicitly state this. The contractor is bound to his offer for three months.
- 2.) The order is required to be in writing to be binding. A tacit agreement is explicitly invalid. Oral agreements are valid if they are confirmed in writing by Evonic. If required by Evonic, orders must be confirmed immediately in writing. The contractor is obliged to accept the order within a period of one week.
- 3.) The property right and copyright of images, concepts, buildings, drawings, calculations and other documents and materials remain at Evonic. They may not be reposted to third parties without explicit written permission. They are to be used exclusively for production according to the order. After order handling they shall be returned without being asked. They must be kept secret towards third parties and stored in a way that third parties have no insight, additionally the rule of § 11 no. 6 applies.
- 4.) The contractor expressly waives a possible right of retention.
- 5.) Evonic is entitled to correct errors in the order or to cancel the order up to one week after receiving the binding order, leaving the contractor without any derived rights.

§ 4 Prices – Payment terms

- 1.) The price stated in the order confirmation of the contractor is binding and including legal VAT, even if it is referred to as non-binding. In the absence of a written agreement, the price includes delivery term free delivery, including packaging or for services including the provision of services at the exhibition booth, event place or place of use as specified by Evonic.
- 2.) Evonic is not obliged to return the packaging. In case of improper packaging and/or dispatch, the contractor has to cover the resulting damage, in particular higher processing effort.
- 3.) Additional costs resulting from accelerated transport to comply with the delivery dates that were agreed on with the contractor, shall be borne by the contractor. Furthermore, the contractor shall bear all other ancillary and packaging costs. This also applies to products that require special shipping

and/or packaging, and for required returns to the contractor. Evonic is not obliged to return original packaging.

- 4.) Invoices are only processed if - in accordance with the specifications in the order – they state the order number or project number from the order; for all the consequences arising from failure to comply with this obligation, the contractor is responsible, unless he can prove that he may not be held responsible. Evonic is not obliged to point out the lack of order number or other errors in the bill.
- 5.) Unless otherwise agreed on in writing in advance, commercially correct invoices with order number will be settled within 14 days after delivery and receipt of invoice with 3% discount, or within 30 days after receipt of invoice net.
- 6.) Offset rights and rights of retention are available to Evonic to the extent permitted by law.
- 7.) The price is guaranteed by the contractor until the completion of the respective order or the event. Price increases are excluded.

§ 5 Execution of the agreement - Compliance with regulations

- 1.) During the fulfilment of the contract, the contractor commits to considering the relevant legal and regulatory requirements and restrictions. The delivery or service must comply with the accident prevention and occupational safety regulations, as well as the generally accepted safety and occupational health regulations, relevant norms, DIN, VDE and other regulations.
- 2.) If the contractor doubts the method of execution that is required by Evonic, he has to indicate this to Evonic immediately. All documents required for acceptance, operation and maintenance (inspection reports, test certificates, drawings, plans, operating instructions and more) have to be provided by the contractor free of charge.

§ 6 Delivery time - Completion date

- 1.) The delivery time or the completion date listed in the order are absolutely binding due to reasons referred to in § 1 and always apply as a fixed date. The contractor guarantees compliance with the dates. The contractor is in default after the delivery time or the completion date, even without a reminder.
- 2.) The contractor is obligated to report his delivery until 10 a.m., the day before the delivery. Otherwise, an immediate unloading and handover of the goods cannot be guaranteed.
- 3.) The contractor accepts the absolute purchasing obligation for goods to be delivered.
- 4.) The contractor shall inform Evonic immediately - even in case of force majeure, strikes or other unforeseeable events – by phone AND in written form, if circumstances arise or become known which indicate that the agreed delivery time or the completion date cannot be met.
- 5.) The contractor shall hand over all working results owed by him within the scope of the order to Evonic immediately after development or shall inform about them in written form.
- 6.) The work results will be Evonic's property, as far as legally possible. Furthermore, the contractor grants Evonic the irrevocable, exclusive, transferable, sublicensable right, as well as unlimited right in terms of time, place and content, to use the work results by themselves or third parties in any way, to reproduce, modify, adapt, publish or to utilize. On request, the contractor shall grant the above rights of use in writing.
- 7.) The contractor is obliged to compensate all direct and indirect damages caused by delay to Evonic. Evonic is entitled to the legal claims. After expiration of a grace period of maximum 24 hours or less, Evonic is specifically entitled to claim damages instead of the performance, also for additional costs incurred, and demand withdrawal. Evonic is entitled to charge increased processing costs and without further notice, to instruct third parties with the completion of the order.
- 8.) Partial deliveries are permissible only with explicit written agreement. Additional costs resulting from partial deliveries will not be accepted, even if the partial delivery has been accepted.
- 9.) In the case of delay of delivery date or completion date, the contractor has to pay a flat rate contractual penalty of 5% of the net order total or net delivery value to Evonic. The assertion of further claims, in particular damages, remains unaffected and reserved to Evonic.

§ 7 Transfer of Risk - Documents

- 1.) Unless explicitly agreed otherwise in writing, the transportation risk, which is the risk of loss or damage to the goods during transport, lies with the contractor. Only with the proper transfer of the

goods by the supplier/contractor to Evonic or a third party designated by Evonic, the risk of accidental loss and accidental deterioration is assigned to us.

- 2.) The goods shall be considered as properly delivered, only if the named recipient or its authorized representative has signed the delivery note unconditionally. Damaged goods or packaging permit reservation and/or rejection.
- 3.) If initially, properly accepted goods are returned to the contractor, e.g. due to defectiveness, the risk passes over to the contractor in the moment of leaving the warehouse/shipping point.
- 4.) The contractor is obliged to exactly indicate our order number on all shipping documents and delivery notes; if he fails to do so, delays in processing are not attributable to us.

§ 8 Defects investigation- Liability for defects

- 1.) The contractor has to procure the goods/services free of material and legal defects to Evonic. He ensures the careful and proper performance of the contract, in particular compliance with established specifications and other implementing provisions of the exhibition project according to the latest state of science and technology, as well as the quality and expediency of the goods/services in materials, construction and execution, and the documents belonging to the delivery (drawings, plans, etc.). The defined specifications shall apply as procurement guarantee of the contractor.
- 2.) An inspection obligation for goods, in particular if their packaging is not damaged, does not apply for Evonic. This also applies to cases where the damage of the packaging was recognized upon delivery. Any notice of defects shall be classified as in time. The contractor waives the rights of § 377 HGB with respect to the immediate inspection and complaint obligation. Evonic is entitled but not obliged to return defective goods at the expense of the contractor to him.
- 3.) Evonic is entitled to the legal warranty claims in full extent. In any case Evonic is entitled to demand that the contractor eliminates the defect or supplies a new item, which choice shall be at our discretion. The right to claim damages, in particular claim damages instead of performance, remains explicitly reserved.
- 4.) Evonic is entitled to carry out the removal of defects at the expense of the contractor, in case of danger ahead or special urgency.
- 5.) The limitation period is 36 months from transfer of risk.
- 6.) The contractor explicitly agrees that spare parts for the supplies or products that he delivers or has to deliver will be available and can be obtained in adequate quantities until at least five years after conclusion of the contract.
- 7.) Payments by Evonic do not signify acceptance of the delivery and/or performance of the contractor according to the contract.
- 8.) The contractor shall not be entitled to assign the claims from Evonic or have them collected without written consent. This does not apply to effective agreement of an extended retention of title by the contractor, § 354 BGB remains unaffected.

§ 9 Product liability - Release - Liability insurance

- 1.) As far as the contractor is responsible for product damage, he is obliged to release us from damage claims of third parties at first request, as the cause is within his control and organization area and he is liable in the external relationship.
- 2.) In the framework of his liability for damages within the meaning of § 1, the contractor is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB or §§ 830, 840, 426 BGB, arising out of or in connection with a recall or ensuring the delivery or performance conducted by us. Evonic will inform the contractor about the content and scope of the recall or ensuring measures to be carried out - as far as possible and reasonable - and give him an opportunity to comment. This does not affect other legal claims.
- 3.) The contractor shall also be liable for all damages caused by its employees or other agents, even if he has carefully selected and instructed these. This also applies for the purposes of the preceding paragraphs.
- 4.) The contractor is obliged to maintain business liability insurance with coverage of € 3 million per personal injury/property damage, flat rate. If we are entitled to further claims for damages, these shall remain unaffected.

§ 10 Property Rights

- 1.) The contractor is responsible for ensuring that in connection with his delivery or service, no rights of third parties are infringed.
- 2.) If a third party uses Evonic in this regard, the contractor is obliged to indemnify Evonic from these claims at first written request. Without permission of the contractor, Evonic is not entitled to make any agreements with the third party, in particular to conclude a settlement.
- 3.) The indemnification obligation of the contractor refers to all expenses that apply to Evonic from or in connection with the claim by a third party.
- 4.) The limitation period is ten years from the conclusion of contract.

§ 11 Ownership structure - Provision - Confidentiality

- 1.) Evonic acquires full ownership of the delivery or service after its handover and acceptance; the same applies to the documents supplied by the contractor.
- 2.) At the point of handing over, the contractor states that he is fully authorized and no rights of third parties exist.
- 3.) Extended or prolonged retentions of title of the contractor are explicitly not recognized by Evonic. In the event of a simple retention of title, Evonic is entitled to sell or process the products of the contractor in the ordinary course of business.
- 4.) If Evonic provides parts to the contractor, Evonic reserves the right of ownership of these parts. Processing or transformation by the contractor is made for Evonic. If our reserved goods are processed with other items not belonging to us, we acquire joint ownership of the new item in proportion of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- 5.) If the item provided by us is inseparably mixed with other items that are not belonging to us, we shall acquire joint ownership of the new item in proportion of the value of our reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing occurs in such manner that the item of the contractor is to be regarded as the main item, it is agreed that the contractor transfers proportional joint ownership to us; the contractor shall keep the sole or joint ownership for us.
- 6.) The contractor is obliged to treat all received illustrations, drawings, data, calculations and other documents and information strictly confidential; all exploitation rights or copyrights remain with the exhibition project. They may be disclosed to third parties only with our express permission. The confidentiality obligation shall survive the termination of this contract; it expires if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents has become generally known.
- 7.) The contractor shall act as 'silent' contractor for Evonic. That means direct contact with the customer is prohibited. In case information and contact details have been made available according to the order, they must be used exclusively for the fulfilment of the order.
- 8.) The contractor shall appear as part of Evonic externally. Self-promotion or advertising of competitors is strictly forbidden and will be punished with contractual penalty and compensation. All data that have become known shall not be disclosed to third parties.
- 9.) The contractor is not allowed to poach clients or be engaged directly or indirectly with them within the next two years after completion of the project/delivery, except if the contractor can demonstrate that the contact already existed before.
- 10.) The contractor shall not mention the name of the agency Evonic, photos, films, brands, logos and other work results regardless of what form without the prior written permission when indicating references and publishing, or use in other ways.

§ 12 Severability clause – Place of jurisdiction – Place of performance

- 1.) Should any of these conditions be or become ineffective or unenforceable, this does not lead to invalidity of the whole contract or to ineffectiveness of all the above provisions. If the contract or these general terms and conditions contain regulatory gaps, legally valid provisions shall be applied to fill the omissions that would have been agreed on by the contractual parties according to the economic objectives of the contract and the purpose of these general terms and conditions, if they would have known about the omission.

2.) If the contractor is a merchant, the current place of business is the place of jurisdiction. However, Evonic is entitled to sue the contractor also at his court of residence or place of business. Mandatory legal provisions regarding exclusive jurisdiction remain unaffected by this provision.

3.) The relations between Evonic and the contractor are subject to the law of the Federal Republic of Germany only. The United Nations Convention on Contracts for the International Sale of Goods dated 11. April 1980 (CISG) does not apply.

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