

General terms and conditions

§1 Validity

- (1) The terms and conditions apply to persons who act on closing the contract in their commercial or independent professional activity (business) and to legal entities of public law and public special funds. The general terms and conditions are part of the respective contract with Exhibitions & Events, Melanie Buchholz (hereinafter referred to as 'Evonic').
- (2) Supplies, services and offers are subject to and incorporated in these terms and conditions. Deviating conditions of the contractor will not be accepted unless it is agreed in writing.
- (3) The terms and conditions apply, even if Evonic have knowledge of deviating conditions of the contractor supplies and / or services for the contractor.
- (4) These terms and conditions also apply to all future business transactions with the contract partner.

§ 2 Offers

- (1) The offers made by Evonic are non-binding. All contracts, even if the statements are received by the representatives of Evonic, come upon receipt of written confirmation, concluded at the latest by execution of the services. The written order confirmation is decisive, for the scope of services. Additional agreements and amendments require written confirmation from Evonic.
- (2) The selection of personnel, as well as possibly the selection of subcontractors is the sole responsibility of Evonic.
- (3) If the client provided contact details within the project, then these are used exclusively for the purpose of preliminary information for the client. Passing on the provided contact information to unauthorized third parties is prohibited.
- (4) When problems arise with staff or subcontractors, Evonic must be given objective reasons, exclusively related to the Evonic expertise, which could lead to the possible replacement of personnel. If the client has special or unusual personal wishes, this is to be notified in writing at least 6 weeks prior to the award of benefits. Evonic is entitled to charge additional prices for this reason.
- (5) When unreasonable working conditions occur, including sexual harassment of the provided personnel, then Evonic are not liable for any possibly resulting damages. Evonic will strive however, to defuse the situation or providing other personnel for example, which could possibly be associated with time delays, without Evonic being liable for these delays.
- (6) If the staff is employed for the purpose of promotion or additional tasks such as Photographic documentation, among others which should be performed in the interests of the customer, then this is to be agreed upon in addition and in advance of the appointment. On completion of the actual order requests or assignments of the contracting entity, once again other connected additional costs must be contractually agreed with Evonic. The invoice issued for the main contract is to be paid on time to Evonic regardless.

§ 3 Prices

- (1) All prices are agreed upon at the net prices. The VAT will be charged separately. Prices shall be expressed in Euros unless otherwise indicated.
- (2) Evonic is entitled to demand appropriate advance payments, the amount of which is based on the ratio between the services provided and the overall scope of the contractually owed performance. The minimum discount that must be settled before the order implementation corresponds to the amount of material costs or other fixed expenses.
- (3) Evonic reserves the right to change prices appropriately following the closure of a contract if cost reductions or cost increases occur, in particular due to collective agreements or material price changes. The customer is reserved the right to prove that the costs are lower.

§ 4 Confidentiality

- (1) The development of conceptual and creative proposals by Evonic and the release of information that is used for subsequent implementation of such proposals, are classed as confidential. They constitute trade secrets and are to be treated confidentially. Use of patency and ownership rights of the work and concepts presented by Evonic, still belong to Evonic, even when a presentation fee is calculated for use.

§ 5 Non-solicitation Clause

- (1) The client and their authorized third parties are prohibited to make an offer to personnel, as well as other subcontractors of the contractor, which are currently being used for the client or used in the past 24 months, during the term of this agreement or otherwise, without the involvement of Evonic. The solicitation is valid until 24 months after the last order.
- (2) The head-hunting of any kind of personnel and subcontractors provided by Evonic is only permissible against the payment of a fee of € 3,000 per person and € 10,000 per company. This applies for 24 months after completion of the last collaboration.
- (3) If the specified fees in item 2 are not paid in advance, then they are payable immediately. Furthermore, a penalty amounting to an additional 10,000 € will be charged.

§ 6 Payment

- (1) The invoice payment, including auxiliary and foreign costs is without deduction and is due within 14 days after the invoice date. If an invoice is not paid on time, then Evonic reserves the right to limit or discontinue the service.
- (2) If the contract party is in arrears, Evonic is entitled to charge interest amounting to 8% above the interest rate on longer-term refinancing operations of the European Central Bank (LRG rate), as well as according to § 288 para 5. arrears fee of 40, - Euro. Evonic is entitled to assert this, on proof of delay damages. The contractual partner is entitled to prove that as a result of default in payment or a smaller damage has occurred. Evonic are not liable for possible damage resulting from the contractual partner.
- (3) An invoice shall be deemed as accepted, unless Evonic contradicted this fact in writing within 7 days. Receipt is sufficient, for compliance with the deadline. Invoicing by e-mail is acceptable.
- (4) Bills and checks will only be accepted on account of performance. Any costs involved shall be borne by the contractor and are due to the acquisition of the check or bill of exchange. The presentation of bills will always be subject to the prior written agreement on the scope and nature of regulation. If a promissory note or a check of the contractor is not redeemed, then all outstanding invoices and all other accounts are due immediately.
- (5) Payments with discharging assumption can only be paid directly to Evonic. If more charges are outstanding, then payments are subject to a different determination by Evonic and will be credited against the oldest accounts receivable plus any service charges.
- (6) In case of justified doubts about the solvency of the contracting party, in particular in arrears, Evonic may, subject to further claims, immediately revoke agreed payment targets and their services, including any bills receivable due. Furthermore, Evonic may ask for additional service advance payments or cash on delivery of services or security services after acceptance of the order, or withdraw in case of rejection of the request without respite from the contract and claim damages. This also applies if partial deliveries have already been rendered.
- (7) The contractual partner is only entitled to set off his own claims if his counterclaims have been legally established, undisputed or approved by Evonic. To exercise the lien, it is only insofar as his counterclaim is based on the same contractual relationship and is also, undisputed or acknowledged.
- (8) Evonic is not liable for any delays in order fulfillment, if necessary technical equipment which is non-contractual does not arrive in time for use by Evonic personnel. The possible additional costs for a necessary Quick Shipping (Express) shall be borne by the client.
- (9) Any provided equipment can be reclaimed within a period of 2 months by the customer after completion of the order and payment. If it is not reclaimed, it shall become the property of Evonic without compensation.
- (10) In the case of cancellation and individual application refusals by the contracting party, then the following deadlines and cancellation fees listed below are binding:
 - to 3 working days after written confirmation = 40% of the contract value of the service section affected by the termination
 - between 4 and 6 business days after written confirmation = 60% of the contract value of the service section affected by the termination
 - from 7 working days after written confirmation = 80% of the contract value of the service section affected by the terminationAny expenses incurred shall be borne.
- (11) The contract rescission or cancellation of individual operations must be done in writing (eg e-mail) by the consortium.
- (12) Failure to comply with the planning period (the period between the written order confirmation and first day of use) stated in the offer will result in the charging of additional cancellation fees (15% of the total order amount).
- (13) If there is a volume shortfall of more than 20% of the total volume of the respective confirmed order, within the stated in the respective offer time or action space, then Evonic is entitled to demand a flat-rate allowance equal to 10% of the appropriations entered in the respective total order, in addition to the cancellation charges.

(14) If performance cancellations are due to third parties (commercial partners, domestic authority, Exhibition Management), then the provisions in parts 10-13 apply.

§ 7 Time of performance

(1) Appointments and deadlines are scheduled and respected by Evonic in accordance with the wishes of the contractual partners. Delivery dates are only binding if they are confirmed by Evonic in writing. Settlement deals also require a special written agreement.

(2) The delivery period is extended appropriately in the context of labor disputes, especially strikes and lockouts, as well as the occurrence of unforeseen obstacles which are beyond the control of Evonic (force majeure), as long as such obstacles have a significant impact on the completion or delivery of the delivery item and / or the performance. This also applies for such circumstances as sub-deliveries, e.g. Typesetting and printing work. The circumstances are also not the responsibility of Evonic, if they occur during an already existing delay. Evonic will inform the contractor in important cases as soon as possible, regarding the commencement and ending of such obstacles.

(3) Claims for damages for non-performance in the amount of the foreseeable damage can only be granted to the contractual partner if the delay is based on intent or gross negligence. Furthermore, the liability for damages is limited to a total of more than 10% of the value of that part of the total service, which can not be used on time or not according to the contract due to the delay.

(4) Compliance with the delivery time is conditional upon fulfillment of the contractual obligations of the contractor.

§ 8 Guarantee, Liability

(1) The contractor shall check the conformity of the / of the delivered work / services immediately. Any complaints must be reported to Evonic directly after receipt of the work / performance (delivery) in writing. The timeliness of the complaint depends on the receipt of the written declaration by Evonic. Failure to give timely notice of defects, means that the work / performance shall be deemed as approved, unless it concerns a defect which was not recognizable on investigation.

(2) If a justifiable defect in Evonic work / service exists, then they are entitled to choose whether to remedy the defect or replace the goods, but only up to the amount of the order value.

(3) The warranty period is 1 year. This period is a limitation period and shall also apply to claims for compensation for consequential damages, as long as no tort claims are asserted.

(4) Claims for damages of any kind by the contractual partner shall be excluded. In particular, Evonic are not liable for lost profits or other financial damages of the contractual partner. A fore mentioned exoneration from liability does not apply if the damage was caused by intent or gross negligence. It also does not apply if the contractor makes claims for damages, due to the lack of an assured property for non-performance. Insofar, the liability of Evonic is excluded or limited, this also applies to the personal liability of employees, representatives, agents and subcontractors.

(5) Evonic is also not liable for third parties who are not involved as an agent for the implementation of the contractual relationship, or for intentional or grossly negligent behavior of these third parties.

(6) After the declaration by the Treaty partners, Evonic is exempt from any liability for the accuracy of documents submitted and / or resulting damage. This applies even if the other party makes corrections to print templates or similar documents on its own initiative.

(7) Evonic is not obliged to check advertising layouts legally. A liability for the legal, especially competition for legal acceptance of advertising is not accepted. The same applies for the registration and protection ability of drafts. The assumption of liability requires a special written agreement with the contracting party.

(8) Evonic is under no obligation to take care of permits of all kinds. This task is the incumbent of the contracting authority, unless explicitly agreed otherwise. In the case of all kinds of guerrilla measures, the client is liable.

§ 9 Liability of the Contractor

The legal validity of any information furnished by the other party, in particular trademarks, design patents, copyrights and other intellectual property rights lies solely with the contractor. If claims are made against Evonic as a result of information provided by the contractor regarding copyrights, trademarks, industrial designs, patents or other intellectual property rights claims, then the contractor exempts all claims to Evonic and compensates the damage caused, including any necessary legal costs.

§ 10 Transfer of rights, copyright and ancillary copyrights, contractual penalty

(1) All copyrights associated with the work delivered by Evonic are only transferred by Evonic to the other party, within the framework of the contractual purpose, i.e. the spatial, temporal and substantive scope of the right of use as well as each type of use granted shall be governed by the specific purpose of the contract, unless the parties

have otherwise agreed in writing.

(2) Usage rights of works which have not been paid for on the termination of the contract, or have not yet been released in the case of payroll on a commission basis, remain subject to the decisions reached at Evonic. The utilization and / or exploitation of works by Evonic is only permitted if these have previously been expressly agreed to and / or between the parties before a separate remuneration for the extended usage rights grant has been agreed upon. Copyrighted works and original can not be changed during reproduction, without the consent of Evonic. This also applies to sketches, drafts, final drawings, stencils, working drawings and electronic storage media (files, etc.). On violation of this provision, Evonic is entitled to demand a contractual penalty amounting to double the agreed fee. If such a fee has not been agreed upon, then the collective agreement for design services STST / AGD (the latest version) shall be paid.

(3) Preliminary designs, drafts, sketches, working drawings, etc. remain the sole property of Evonic and are available on request in a reasonable time after completion of the order and delivery of the work to be returned. This refers especially to design proposals. These are and remain the exclusive property of Evonic. The use of these designs, the processing or the use of the concept (even with minor changes) is not permitted. Should the contractor use the design without the construction being made by Evonic, then Evonic are entitled to adequate remuneration and this must be verified in writing in advance. The contractor is liable for any damage.

(4) Evonic is not obliged to publish files or layouts that are created on the computer to the contractor. If the contractor requests the publication of computer data, etc., this is to be decided upon and remunerated separately.

§ 11 Reference advertising

The client gives the contractor permission to use customer / brand naming and agrees to a cooperation in the framework of the reference regarding advertising. This authorization is valid in particular, for the following communication channels: newsletters, press releases, company presentations, websites and www.evonic-exhibitions.com www.evonic-exhibitions.de, business platforms, "Xing" and "Linked in" social media channels like Facebook, Instagram, Twitter, etc.

§ 12 Labelling, specimen copies

(1) Evonic provides ten copies of all published artworks.

(2) Evonic reserves the right to sign the ordered advertising materials and models, in particular the products to be supplied which contain works company, contact person, copyright attribution, address and website in accordance to the space given.

§ 13 Data protection

(1) The client and involved third parties - usually trading partners and / or exhibition centers, have to comply with data protection when handling the data made available, in particular sedcards belonging to personnel.

(2) The disclosure of data to unauthorized third parties is prohibited. Violators will be sued for damages according to the determined amount of damage.

§ 14 Written form, place of fulfillment, place of jurisdiction, choice of law

(1) The Evonic headquarters is the place of fulfillment, unless otherwise stated in the order confirmation. This is currently in Berlin, Germany.

(2) If the contracting party is a trader, then the Evonic headquarters shall be the place of jurisdiction. Evonic is also entitled to sue the contractual partner at his place of jurisdiction.

(3) The law of the Federal Republic of Germany shall apply exclusively for the business and the entire legal relationship between the contractor and Evonic, excluding the CISG.

(4) All previous terms and conditions are hereby repealed.

(5) If individual clauses of these terms and conditions are completely or partly ineffective, then the validity of the remaining part or the remaining clauses shall not be affected. In place of the ineffective clause and/or the ineffective part of the clause, a legal effective regulation is valid, which comes nearest to the purpose pursued with the ineffective clause for the contracting parties.

The present provisions shall apply for the case, that prove the general terms and conditions to be incomplete.

Last altere on 22.12.2015.