

## Standard Terms and Conditions

### I General

1. The following agreements apply both to lease agreements and to purchase agreements. A lease agreement also exists if and to the extent that objects are produced by fairscape for lease purposes, unless expressly agreed otherwise. Objects delivered by fairscape within the scope of a lease do not pass into the ownership of the customer.
2. Regulations deviating from the provisions contained herein, in particular including any terms and conditions of the customer, changes and amendments requested by the customer and side agreements, shall take effect only upon express written confirmation by fairscape. The provisions contained herein also apply to all further contracts with the customer which are entered into under these provisions after the first contract, unless expressly agreed otherwise in writing.
3. These Terms and Conditions remain fully valid also in the event of legal invalidity of individual parts hereof. Instead of an invalid provision, such valid provision shall be deemed agreed which corresponds closest to the economic content of the invalid provision.

### II Offer and Order

1. Only written offers of fairscape are valid. The order can, unless otherwise stated, be placed only within two weeks of the date of the offer. If the order deviates from the offer, such deviations are included in the contract only upon express written confirmation of fairscape.
2. Insofar as fairscape issues an order confirmation, this shall be exclusively authoritative. Objections to the order confirmation of fairscape are valid only if they are delivered to fairscape in writing without undue delay, at the latest within eight days of the date of the order confirmation.
3. fairscape endeavours to comply with change order requests and subsequent orders of the customer against additional remuneration, if possible in terms of time and practicability. If the remuneration is not expressly agreed in writing, fairscape will determine it according to its reasonable discretion (Section 316 German Civil Code). If due to such subsequent orders additional works and services become necessary for providing the originally agreed performance, these shall be remunerated separately, unless already expressly included in the remuneration for the additional order. Delays caused by change order requests and subsequent orders are at the expense of the customer.
4. The customer is aware that the specification of fair stands regularly requires the approval of the fair management and, if applicable, also of other authorities or entities, and that the approval may also be subject to change and requirements. fairscape does not assume any liability that the fair stand planned, determined and agreed with the customer is not subject to approval or is approved unconditionally. If additional works and services of fairscape are required for the approval and construction of the fair stand, which are not expressly covered by the originally agreed scope of works and services, these shall be remunerated separately.
5. With regard to the raw products, materials and production, the factory standards of the supplier and the tolerances common in quick assembly shall apply. fairscape reserves changes in the implementation of construction works, in particular for technical and logistic reasons. Such changes do not entitle the customer to reduce the remuneration. If fairscape for good cause considers a change necessary which results in a reduction of value or increase in value of the ordered works and services, fairscape will notify the customer accordingly without undue delay, suggesting a change in remuneration. If an agreement on the change in remuneration cannot be reached within a reasonable period of time, fairscape shall at its choice be entitled to request remuneration for the works and services arranged for the order or costs accrued by then and in addition to withdraw from the contract, or to determine a remuneration at its reasonable discretion. If and to the extent that the applicable service specification is in the individual case not sufficiently clear, fairscape will make a determination at its reasonable discretion.

### III Subject Matter Lease Agreement

1. fairscape grants the lessee the right to use the objects specified in the contract. The lessee is obliged to pay the agreed remuneration.
2. The lease object is provided for use according to the agreed purpose and for the duration of the fair. The lessee is not entitled to grant third parties the use of the lease object or parts thereof, or to enter into any kind of agreement with third parties with regard thereto. The lessee may not change the agreed location of the lease object, and may also not transfer the lease object to any other location.
3. The lessee shall treat the lease object with care and consideration, and to the best of its ability protect it against damage of any kind, also by third parties. In particular, the following shall apply: All ceiling and wall elements and the other lease objects may neither be nailed nor screwed. Objects such as advertising boards or the like may be affixed only with the provided hanger fixtures and string hangers or with non-residue double-face adhesive tape. Any damage to the lease object by improper use will be removed by fairscape or upon instruction of fairscape, at the expense of the lessee. The ceiling and wall elements may be pasted over or covered with decoration fabrics or decoration materials only in consultation with fairscape.
4. fairscape shall provide the lease object to the lessee according to contract. Any complaints and objections of the customer are considered and acknowledged only if they are notified in writing without undue delay, at the latest however upon handover of the stand or material. If the scope of services of fairscape includes the assembly of the lease object, a handover report shall be drawn up upon request of fairscape or of the lessee when the fair stand is handed over, recording the defects of the lease object, if any. If the lessee despite request of fairscape does not participate in the joint inspection of the lease object, the handover report drawn up by fairscape alone shall be authoritative. If a handover takes place and if a handover report is drawn up,

fairscape is responsible only for such defects which are recorded in the handover report. In any case, notices of defects submitted by the lessee after commencement of use shall be excluded.

5. After termination of the fair, the lease object shall be returned to fairscape free of defects and damage (except only for usual wear and tear). The lessee is liable for any damage to the lease object, in particular damage caused by improper handling, irrespective of whether the lessee or any third party caused the damage. The obligation to pay damages includes the costs of the removal of the damage to property, any reduction in value and the loss of rent due to a temporary or permanent impossibility of letting the lease object to third parties because of the damage. Damage to the lease object shall be notified to fairscape in writing without undue delay after return of the lease object and initial discovery of the damage. fairscape is entitled to carry out any repair works required and suitable for the removal of the damage, or to have such works carried out, in either case at the expense of the lessee.
6. If the customer requests additional objects supplementing the lease object, which have to be produced or procured by fairscape, then fairscape shall be entitled to treat the additional objects as purchase objects.
7. The customer shall insure the lease object at its expense against fire, theft and vandalism for the term of the lease, i.e. from the day the lease object is taken over until the end of the fair.

### IV Subject Matter Purchase Agreement

1. fairscape procures to the purchaser the ownership of the purchase object specified in the purchase agreement.
2. The purchaser is obliged to pay the agreed remuneration.

### V Drawings, Technical Documents

1. The statements as to measurements, weights, volumes, power, consumption and the like as contained in brochures, drawings, dimensioned drawings or other printed matters are only roughly authoritative. They are binding only if they have been expressly guaranteed in writing in the contract.
2. fairscape reserves title to and copyright of any calculations, cost estimates, drafts, drawings and other technical documents handed out to the customer by fairscape before or after conclusion of the contract. They may not be used or reproduced by the customer for any other purposes, nor may they be handed out or disclosed to third parties. They have to be returned without undue delay if the order is not placed.
3. Such documents pass into the ownership of the customer only if either an express contractual provision so provides, or if they have been produced and separately invoiced upon order of the customer.
4. Likewise, any plans and technical documents which fairscape receives from the customer before or after conclusion of the contract shall remain in the customer's ownership, and fairscape shall not use or reproduce them for any other purposes, nor hand them out or disclose them to third parties.

### VI Prices, Terms of Payment

1. The offered and agreed prices are net only; the applicable statutory VAT will be added thereto. Depending on the content of the contract, the agreed price applies to delivery ex works or free place of installation, or including assembly at the place of installation. Upon delivery to the place of installation without assembly, the customer shall unload upon delivery. Any waiting period of the instructed forwarding agent or carrier caused by unpunctual and slow unloading by the customer will be charged to the customer. In the case of delivery ex works and delivery free place of installation, the risk of accidental loss and accidental deterioration passes upon handover to the forwarding agent or carrier; in the case of assembly by fairscape such risks pass upon completion of assembly, at the latest however upon handover to the customer.

- 2.a) In the case of delivery (lease, purchase) with assembly, unless otherwise agreed  
50% upon placing of order  
30% upon start of assembly  
10% upon completion of assembly  
10% 10 days of the date of the final invoice  
b) In the case of delivery (lease, purchase) without assembly  
50% upon placing of order  
40% upon delivery  
10% 10 days of the date of the final invoice  
c) Invoices for repairs, wage work, etc. are due and payable 10 days of the date of the invoice.
3. Irrespective of the term of any accepted and credited bills of exchange, claims of fairscape shall be due immediately if the terms of payment are not complied with or if fairscape becomes aware of facts that show a deterioration of the financial situation of the customer. fairscape shall then be entitled to perform already confirmed orders and deliveries only against prepayment or provision of security. If fairscape does not exercise its right to prepayment or provision of security, this shall not constitute a waiver of any later assertion. If on the other hand fairscape expresses such request, this shall not influence the obligations taken on by the customer.
4. Bills of exchange, cheques and all other non-cash payments are accepted only upon express agreement and exclusively on account of performance. Discount charges, collection fees or other expenses are to be borne by the customer. They are payable immediately without deduction. Crediting of bills of exchange and cheques is made on reservation of receipt, with deduction of expenses, with the value date being the day on which fairscape receives the equivalent amount.
5. fairscape may present a bill of exchange for the invoiced amount to the customer for acceptance already before the due date of the invoice. The customer is obliged to

accept it without undue delay. If and to the extent to which a bill of exchange is for a term of no longer than until the due date, it shall be free of costs and expenses for the customer.

6. In the event of default of payment, fairscap shall be entitled to charge default interest in the amount of 5% above the respective base rate of the European Central Bank, at least however 8% p.a. This does not affect the right of fairscap to assert claims for compensation of further default damage, if any. During the default of the customer, fairscap shall not be obliged to carry out already agreed deliveries. Any delivery and performance periods shall be suspended for the duration of default of the customer.

7. The customer may only offset uncontested or non-appealable claims against fairscap or exercise retention rights based thereon.

8. In the event of interruption of the works of fairscap resulting from circumstances for which the customer is responsible, fairscap will issue an interim invoice in the amount of the works and materials delivered by then; such invoice is payable within 14 days of the date of the invoice.

9. Changes in wages and in the price of materials or in the customs and freight tariffs occurring after conclusion of the contract are at the expense or for the benefit of the customer, as applicable.

10. fairscap is entitled to security of its claim as usual according to the type and scope, also insofar as these are conditional or limited in time.

#### VII Delivery Period, Delivery

1. fairscap shall use its best efforts to comply with the stipulated delivery and service periods, if possible. Any references to time, however, are deemed approximate only, unless expressly guaranteed in writing, with use of the word "guarantee" or similar. If fairscap is in default, the customer must fix a reasonable additional period. After expiry of the additional period, the customer may withdraw from the contract or its order. Further claims are excluded to the legally permissible extent and restricted to foreseeable damage.

2. If and to the extent to which the cooperation of the customer is required for the works and services to be performed by fairscap, including but not limited to the procurement of documents, obtaining of approvals and clearances or provision of information, the delivery and service periods decisive for fairscap shall be extended if and to the extent to which the customer does not comply with its cooperation obligation, plus a reasonable start-up time when the works were interrupted.

3. fairscap has complied with the delivery period if the contract object has left the plant upon its expiry. If the dispatch is delayed without fault of fairscap, the day of readiness for dispatch shall be deemed to be the day of delivery.

#### 4. Force Majeure

a) Unforeseen events and force majeure, causes and events that require a restriction or close-down of business of fairscap or any operation involved in the works and services of fairscap, or the like, shall entitle fairscap to delay the delivery for the duration of the impairment plus a reasonable start-up time. fairscap can also withdraw from affected orders or contractual agreements as a whole or in part.

b) Force majeure is equalled by fire, strike, lock-out and other circumstances which make it substantially difficult or impossible for fairscap to deliver, irrespective of whether these events occur at fairscap, its suppliers, transport agents, etc. The customer may request fairscap to declare whether fairscap intends to withdraw or wishes to deliver within a reasonable period of time.

c) If such circumstances, which cannot be averted by fairscap, result in a considerable price increase, fairscap shall be entitled to deliver at a higher price corresponding with the increase in costs.

5. Partial deliveries shall be permissible; each partial delivery is deemed a separate transaction.

#### VIII Delivery and Assembly

1. Depending on the size of the delivered object, delivery is made by lorry of the corresponding size. The customer shall ensure that the place of unloading is not more than 20m away from the place of installation. Upon non-compliance, the customer shall bear the additional costs caused by the additional transportation. For as long as the place of installation cannot be accessed by a lorry of the corresponding size, fairscap is not obliged to render performance. If fairscap takes on the assembly works, the floor at and around the place of installation must be in such condition that movable scaffolds can be used. The use of a movable or putlog scaffold must be agreed. Otherwise, the provision of protection and assembly scaffolds is deemed to be agreed as service to be provided by the customer. Otherwise, fairscap is not obliged to assemble.

2. It must be possible to perform the assembly works without interruption. In the event of any interruption of the assembly works for which fairscap is not responsible, all costs such as the travel expenses of the assemblers, waiting hours, costs for the provision of scaffolding, storage and storage damage of material, shall be at the expense of the customer.

3. An agreed start of assembly, or an agreed delivery period must be complied with by fairscap only if the customer has made payments when due.

4. Any delay of the agreed assembly date requested by the customer must be notified in writing at the latest three weeks before the agreed assembly date. Upon such notification, fairscap is released from any obligations as to time.

5. If the customer's technical documents required by fairscap have not been received on the agreed and stipulated dates, a new start of assembly must be agreed. The drawings provided to the customer by fairscap must be returned with the customer's approval statement within a reasonable period of time, otherwise a new delivery date must be agreed.

6. The costs for the insurance of the site, if any, and the costs charged by the owner of the place of installation are to be borne by the customer.

7. If a customer requests delivery earlier than agreed, or if a lack of cooperation on the part of the customer results in a delay in production time, which then has to be made up for compliance with the delivery period, and fairscap or its suppliers incur overtime or work on holidays, the customer shall bear the additional costs.

8. If the building site or fair management requests cost-plus works, the customer shall be prepared to remunerate the daily wage slips signed by the respective project manager.

9. Any arrangements agreed at the building site or at the place of installation are binding only when agreed with the assembly manager deployed by fairscap, and require additional written confirmation.

10. fairscap is entitled to have its works and services rendered by sub-contractors.

11. The customer must inspect any preliminary works of other contractors for correctness before assembly by fairscap. If during the assembly works of fairscap it turns out that a removal of defects of existing preliminary works is required, the corresponding waiting hours shall be remunerated by the customer.

#### IX Warranty

1. fairscap warrants that the lease objects are in functioning condition upon provision and essentially conform with the applicable specifications.

2. The settlement of warranty claims does not cause an extension of the warranty period. fairscap is entitled to provide repeated subsequent improvement or to make a substitute delivery. If it is unacceptable for the customer to agree to further attempts of subsequent improvement or substitute deliveries, the customer shall be entitled only to reduce the remuneration or, at its choice, to rescind the contract. A further liability for lack of the guaranteed qualities is possible only if the guarantee was given in writing and was meant to secure the very consequential damage occurred. Apart from that, further claims shall be excluded, in particular claims for compensation of damage not caused to the lease or purchase object itself. fairscap furthermore does also not assume liability for the suitability of the contract objects for the purpose intended by the customer. The preservation of the warranty claims is subject to proper handling, storage, installation and operation of the contract objects. The customer is obliged to grant fairscap a reasonable period of time to perform any possibly necessary repair works or substitute deliveries.

3. fairscap is released from the obligation to remedy defects for as long as the customer has not complied with its obligations, in particular if the customer is in default of payment.

4. Insofar as rightful notices of defects refer to objects not produced by fairscap itself, but procured from its suppliers, the warranty is restricted to the assignment by fairscap to the customer of its warranty claims against the supplier.

#### X Retention of Title

1. The purchase objects delivered by fairscap remain in its ownership until full payment of all claims to which fairscap is entitled under the entire business relationship, including interest and costs and, if applicable, packaging and freight costs, and until the bills of exchange and cheques accepted in this respect have been fully honoured.

2. If the purchase object delivered by fairscap is mixed or connected with other objects, the customer already here and now in advance assigns its ownership and co-ownership rights to the mixed portfolio or the new object to fairscap.

#### XI Final Provisions

1. German law shall exclusively apply between the contracting parties.

2. Place of performance and place of jurisdiction is Langen, subject to the proviso that fairscap is also entitled to take legal action against the customer at any other legal venue.