

GENERAL TERMS AND CONDITIONS (T&C)

TRADE FAIR AND EVENT SERVICES OF

EMONS AIR & SEA GMBH

Kindly be advised that this document serves as an English Interpretation and Translation of the German Document titled:

ALLGEMEINE GESCHÄFTSBEDINGUNGEN (AGB). MESSE- UND VERANSTALTUNGSLEISTUNGEN DER EMONS AIR & SEA GMBH.

For any misunderstandings or misinterpretations from the English Version, the German Version will be the only applicable document used for clarity.

1. Scope of application, part of the contract

- 1.1 These General Terms and Conditions shall apply to all contracts for the performance and provision of trade fair logistics services, unless otherwise agreed or otherwise mandatorily required by law. They shall also apply to contracts of the same kind to be concluded between the parties in the future.
- 1.2 In addition to these General Terms and Conditions, the latest version of the German Freight Forwarders' Standard Terms and Conditions (ADSp) shall apply. For crane and heavy transports, as far as these are not covered by the scope of application of the ADSp, the General Terms and Conditions of the Federal Professional Group for Heavy Transport and Crane Work (AGB-BSK Kran + Transport) shall apply in the latest version (n.F.). These supplementary terms and conditions are available for download at www.emons.com/adsp www.emons.com/bsk or can be requested from us.
- 1.3 Thus, the following shall be integral parts of the contract: (a) the order confirmation, (b) any additional agreements made, such as price agreements, etc., (c) these GTC, (d) the ADSp and (e) the latest version of the GTC-BSK Crane + Transport. Deviating terms and conditions of the customer shall not apply.

2. Offsetting, retention

- 2.1 The Client may only declare a set-off against claims of the Contractor if the Client's claim is undisputed or has been legally established.
- 2.2 The Customer may only assert a right to refuse performance or a right of retention if the Contractor's claim for payment and the Customer's counterclaim are based on the same contractual relationship.

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3. Handling at the venue

3.1 Duties of the Contractor

3.1.1 The individual obligations of the Contractor result from the order confirmation for the individual order.

3.1.2 Unless explicitly agreed in the individual order, the Contractor shall not be obliged to pack or unpack the exhibition goods. The same applies to the assembly and dismantling of trade fair and event stands.

3.2 Definitions

3.2.1 The term "trade fair or event goods" refers to all goods (exhibits, advertising materials, stand construction materials, etc.) which the Client provides to the Contractor.

3.2.2 Empty packaging means (reusable) packaging or (reusable) loading aids (packaging, boxes, crates, etc.) that are completely empty after the event stand has been set up and are to be stored on instruction.

3.2.3 Full load means any loading equipment, container which is not completely empty and which is to be stored after the event stand has been set up on the instructions of the client. This also includes tools, residual exhibition or stand construction materials, ladders and lift trucks, etc., which are not required at the exhibition stand.

3.3 Handling of fair, empty and full loads

3.3.1 Unless otherwise agreed, the Contractor shall bring the event goods to the agreed designated stand at the start of the event (start of set-up).

3.3.2 The empty or full goods that are to be stored must be prepared for the Contractor in a manner suitable for transport and provided with a clearly completed empty or full goods label at the event stand for collection.

3.3.3 Exhibition or stand construction material must be declared as full goods by the Client. Should other goods nevertheless remain with packaging, crates, boxes, etc., which are declared as empties, the Contractor's liability for any contents (works trains, residual exhibition or stand construction materials, etc.) is excluded.

3.3.4 Full and empty goods stickers are available to the client at the office of the partner used by the contractor on site at the event location. Two stickers are to be affixed per piece goods in two clearly visible places.

3.3.5 When crossing the event site, the empties may be exposed to rain. The Client must ensure that the empties are either insensitive to the weather or that the empties are protected by foil and cannot be damaged by wetness or rain. If the value of the individual empties exceeds a value of € 250.00, this must always be reported to the contractor.

3.3.6 After the end of the event, the empties will be returned to the stand as quickly as possible.

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3.3.7 If empty or full goods are still in the event halls after the end of the official set-up and dismantling periods, they may be removed and stored by the Contractor on the basis of an instruction from the event organizer at the expense of the Client, even if no order has been placed by the Client.

3.3.8 Complaints of any kind concerning handling, in particular damage to the event, empty and full goods, must be reported to the Contractor within the statutory complaint periods.

4. Care period

The Contractor's period of care ends when the exhibition goods are parked at the Exhibitor's stand, even if the Exhibitor or his representative is not yet or no longer present. In the case of return transport, liability shall not commence until the goods are collected from the stand.

5. Liability

The liability of the Contractor, its employees and vicarious agents for all damages incurred by the Client arising from or in connection with the order placed shall, unless otherwise agreed below and unless mandatory statutory provisions conflict with this, be based on the grounds for liability and the amount of liability in accordance with the German statutory provisions.

5.1 The liability for damages during forwarding activities and the transport of the goods as well as the storage of the goods shall be governed by the German Freight Forwarders' Standard Terms and Conditions (ADSp).

5.2 The liability of the contractor for crane and transport services as well as rough assemblies, which are not subject to the scope of application of the ADSp, shall be determined in accordance with the GTC-BSK Crane + Transport.

5.3 The Contractor shall be liable as follows for damages arising from logistical activities not customary in forwarding, which are not subject to the regulations on freight, forwarding and warehousing law of the German Commercial Code (HGB), irrespective of the legal grounds:

(a) In the event of simple negligence, the Contractor's liability shall be limited to an amount of € 20,000.00 per damage event and occurrence and limited to EUR 100,000.00- per contractual year.

(b) In the event of liability for gross negligence, the parties also mutually exclude liability for so-called indirect damage, such as loss of profit, futile financial expenditure, production stoppages, interruptions to operations, etc.

(c) In the event of intent and gross negligence, subject to the above section 4.3 lit (b) of its organs, legal representatives, employees or other vicarious agents, as well as in the event of injury to life, limb or health, in accordance with the provisions of the Product Liability Act and to the extent of a written guarantee, liability shall be assumed in full in accordance with the statutory provisions.

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6. Applicable law, place of jurisdiction

- 6.1 The German statutory provisions shall apply.
- 6.2 The place of jurisdiction for disputes between the parties shall be Cologne, unless mandatory statutory provisions determine additional places of jurisdiction.

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