

## General terms and conditions

### Hofmann GmbH advertising and marketing agency

The following terms and conditions apply to all orders placed with Hofmann GmbH, hereinafter referred to as the Advertising Agency (AA). They are deemed to have been accepted if no immediate objections are made.

#### 1. Copyright and rights of use

**1.1.** The Customer may use the designs, drafts and other works developed by the AA only if the required rights of use have been transferred, regardless whether the proposals are copyright protected or not. This applies also if they are used in a modified form or if they are used by a third party. All designs, drafts and other works developed by the AA may be modified only with the consent of the AA.

If these conditions are breached, the AA may demand compensation of twice the agreed fee, or if no fee has been agreed, twice the normal fee. The basis for the normal fee shall be the Etat Kalkulator (Budget Calculator) of Creativ Collection Verlag GmbH.

**1.2.** When the fee for the rights of use has been paid, the Customer acquires the right to use the work to the agreed extent and for the agreed purpose. If the work is used beyond the agreed extent and/or purpose, a new agreement and an additional fee shall be due. The rights of use shall be transferred to the Customer only when the fee has been paid in full.

**1.3.** The AA may sign advertising material that it provides and refer to the fact that it has dealt with the Customer in its own advertising, and may also show the advertising material it has designed in brochures, on the Internet and in other media. The Customer shall provide the AA with an appropriate number of specimen copies without being specifically asked to do so. A breach of the right to be identified as the designer/author of the advertising material shall entitle the AA to compensation. Without proof of further damage, the compensation shall be 100% of the agreed or standard fee. This shall not affect the right to claim higher compensation.

**1.4.** If not agreed otherwise, the AA may use logos and picture material for its own references.

#### 2. Remuneration

**2.1.** All services provided by the AA shall be paid for, if not specifically excluded in writing in individual cases. This shall also apply to cost estimates. For its services the AA shall receive the agreed fee, or if no fee has been agreed, the standard fee. Special materials, translations, travelling expenses, per diems, organisational and procurement expenses, as well as technical expenses such as progress records, photos, tool expenses and the production of advertising material shall be billed separately. The AA may request instalments: 50% when the order is placed and 50% when the work is accepted. If a design developed by the AA and approved by the Customer is not implemented for reasons over which the AA has no control, this shall not affect the AA's claim for payment.

**2.2.** The AA may subcontract external services in the name of and on the account of the Customer. If necessary, the Customer shall issue a corresponding authorisation.

**2.3.** If, at the request of the Customer, the AA assigns external work in its own name, the Customer shall release the AA from all associated liabilities. The AA may request advance payment of the full estimated costs of the external services..

**2.4.** If the AA is asked to make presentations, the Customer/user acknowledges that the development of the design shall be remunerated appropriately – regardless whether the design is used or not. Item 1.1 shall apply to the amount of remuneration.

**2.5.** The fees named by us are net amounts; statutory value added tax must also be paid.

**2.6.** The Customer shall remunerate technical expertise, order descriptions, tenders, quote evaluation, placing of orders, order monitoring, deadline and quality control, and organisational expenses appropriately.

### 3. Retention of title, issue of data

- 3.1. All drafts and final artwork shall remain the property of the AA and shall be returned to the AA after an appropriate period if so requested. If the Customer is unable to return the submitted material in a perfect condition, the Customer shall pay compensation to the amount of the full fee plus the agreed fee. The AA retains the right to claim further compensation
- 3.2. Work and templates shall be sent at the risk of and for the account of the Customer.
- 3.3. The AA is not obliged to hand over files or data to the Customer. Even if it has transferred rights of use, the data shall remain the property of the AA. If the Customer wishes computer data to be handed over, this shall be agreed and remunerated separately. If the AA has provided the Customer with computer files, these may be used only for the agreed purpose and may be modified only with the prior agreement of the AA. The AA shall not be liable for errors occurring during the transfer or due to technical reasons because of system incompatibility, assuming it has not acted with intent or gross negligence. The data may be used only within the agreed scope. If the Customer uses the data outside the agreed scope, for example, for other purposes or higher circulation than agreed, it shall pay the AA compensation of at least twice the fee. This shall not affect the right to claim higher compensation.

### 4. Liability

- 4.1. The AA shall not be liable for non-fulfilment, deficiencies in performance or delay by third parties if they are not its vicarious agents. For its own actions the AA shall be liable only in cases of intent or gross negligence, unless this applies to compensation related to injury to life, body or health. For such damage, the AA shall also be liable in cases of slight negligence. In all other respects, the AA shall be liable for slight negligence only if it breaches a duty that is of special importance for achieving the purpose of the agreement (cardinal obligation). For damage to templates and objects provided by the Customer, the AA shall be liable only to the value of the material
- 4.2. The AA shall select and instruct its vicarious agents with due care. The AA shall also be liable for its agents only if they act with intent or gross negligence.
- 4.3. All liability on the part of the AA shall end as soon as the Customer has released drafts, text, final versions and final artwork.
- 4.4. The AA shall be liable for the capability of the draft to be protected or registered only if this has been agreed in writing beforehand. The AA shall be liable for the legal inadmissibility of advertising measures only if it has acted with intent or gross negligence. The Customer shall have the advertising measures examined from a legal aspect at its own expense.
- 4.5. Notices of obvious defects shall be sent to the AA in writing within 14 days of the work being delivered. After this period, the work is deemed to have been accepted without defect.
- 4.6. Claims against the AA shall become time-barred one year after the start of the legal statute of limitations.

### 5. Creative freedom and reference material

- 5.1. The AA shall have creative freedom within the scope of the order. Changes to the concept originally agreed between the AA and the Customer and author's alterations shall be paid separately by the Customer on a time basis.
- 5.2. The Customer shall provide the AA with all the documents and information it needs to execute the order properly on time and at no cost to the AA. If the order is delayed due to reasons that are the responsibility of the Customer, the AA may demand that its fee be increased appropriately. It may also claim compensation in cases of intent or gross negligence. This shall not affect the right to claim higher compensation due to delay.
- 5.3. The Customer shall provide the AA only with reference material, such as photos, models, texts or other material that it is authorised to use. If, contrary to this assurance, it is not authorized to use the above, it shall bear full responsibility and shall release the AA from all third-party claims.
- 5.4. The Customer shall ensure that it is authorised to use computer programs and all other data that it provides to the AA.

## 6. Final provisions

- 6.1. The place of fulfilment and the legal venue for all disputes, also for cheque and bill of exchange liabilities shall be the location of the head office of the AA.
- 6.2. If one of the above agreements should be or become void, this shall not affect the validity of the remaining provisions.
- 6.3. The law of the Federal Republic of Germany shall apply. Effective: 1 January 2006

## Standard terms and conditions for print jobs

### Hofmann GmbH Agency for Marketing, Advertising and Design

Print jobs are executed exclusively on the basis of the following terms and conditions.

#### 1. Information, quotes and prices

- 1.1. The prices quoted by Hofmann GmbH do not include valued added tax. They are ex works and do not include freight/shipping. Exceptions must be confirmed in writing.
- 1.2. All prices are in euro.
- 1.3. All quotes and information are subject to confirmation.

#### 2. Placing and acceptance of orders

- 2.1. Before the start of printing, the Customer receives a proof or a digital proof, usually as a PDF file, which it must check for mistakes and approve in writing before printing can commence.
- 2.2. Proofs from the Contractor are used only to review data but cannot be used as colour proofs, especially if the colour spaces of the printing machine (CYMK) are not considered.
- 2.3. Hofmann GmbH shall not be obliged to archive or return low-value materials (data media, proofs, etc.) from the Customer, unless the Customer especially requests that they be returned in writing when it sends them.

#### 3. Order execution

- 3.1. Changes after proofs have been approved for printing incur additional costs, which will be billed to the Customer in relation to the extent to which the order has been completed.

#### 4. Delivery

- 4.1. If the order is not collected by the Customer, it shall be delivered at the Customer's risk.
- 4.2. Hofmann GmbH shall not be liable for delayed deliveries that are the responsibility of third parties.
- 4.3. Delivery dates must be confirmed in writing by Hofmann GmbH. Fixed deadlines in terms of Section 361 German Civil Code (BGB) shall apply only if they are confirmed as fixed deadlines in writing (also „binding deadlines“).

#### 5. Retention of title

- 5.1. The material shall remain the property of Hofmann GmbH until full payment has been received.
- 5.2. If third parties are involved in the processing, the Contractor's share of ownership shall be limited to its share of the invoice value of the goods subject to retention of title. This ownership acquired in this way shall be considered reserved ownership.

## 6. Claims, complaints

- 6.1. In case of justified complaints, the Contactor shall rework and/or replace the goods to the exclusion of other claims.
- 6.2. Defects in part of the delivered goods shall not justify a complaint about the entire delivery, unless the partial delivery is uninteresting for the Customer.
- 6.3. With colour reproductions, in all production processes no complaints shall be accepted for minor deviations from the original or from existing series.
- 6.4. Excess or short deliveries of up to 10% of the ordered number are possible due to production processes and may not be the subject of a complaint. The amount delivered shall be billed..
- 6.5. In case of deviations in the properties of the material used, the Contractor all be liable only to the value of the order.
- 6.7. If, for scheduling reasons, the Customer chooses not to have a proof made, Hofmann GmbH shall be released from all liability.
- 6.8. Production tolerances occurring within the technical possibilities of the machine (colour tolerances, folding tolerances, etc.) shall not be the subject of a complaint.

## 7. Liability

- 7.1. If not explicitly excluded in these terms and conditions, Hofmann GmbH shall be liable only in cases of mandatory liability due to statutory regulations. Liability for any type of consequential damage due to delayed delivery, incorrect delivery or defective print products shall be limited to the value of the order.
- 7.2. Disruptions to operations that are not due to Hofmann GmbH, such as due to acts of God, machine failure, strikes, etc. and which cause delayed delivery shall justify the Customer to withdraw from the order if the Contractor is unable to fulfil the order in spite of a 10-day extension of time.
- 7.3. Immediate withdrawal from the order with no costs due in case of delayed delivery shall be possible only if a fixed dead line has been agreed in writing.
- 7.4. Liability for loss or damage to sent or transferred documents, data or other documentation shall be excluded.

## 8. Industrial property rights / copyright

- 8.1. The Customer shall be liable as a principle if third-party rights, especially copyright, are infringed as a result of executing its order. When the order is placed, the Customer shall release Hofmann GmbH from all third-party claims based on such infringements.

## 9. Commercial practice

- 9.1. In commercial activities the commercial practices of the printing industry shall apply (e.g. no obligation to hand over intermediate products such as data, control prints or print plates that were produced to create the final product that is the subject of the agreement), assuming no other agreement was made.

## Standard terms and conditions for trade fair stand design Hofmann GmbH Agency for Marketing, Advertising and Design

### 1. Agency for Marketing, Advertising and Design

All deliveries, services, quotes, order confirmations and formal agreements shall be based exclusively on these terms and conditions. Consequently, they also apply to all future business relationships even if they are not explicitly agreed again. These terms and conditions shall be deemed to have been accepted at the latest when the performance is accepted. Any different terms and conditions of the Customer are hereby contradicted. These shall also not be acknowledged if we do not explicitly contradict them again upon receipt. Our contract representatives are authorised only to make written promises.

Oral agreements, in particular about the time of performance and the properties of the performance, must be confirmed in writing to be effective.

## 2. Quote and formal agreement

All quotes are subject to confirmation and are without obligation. Agreements are concluded only when the written quote has been accepted. Drawings, images, dimensions, weights or other performance data shall be binding only if they are explicitly agreed in writing.

## 3. Time of performance and delivery

The time of performance and delivery shall be the time confirmed in writing. However, we retain the right to carry out small remaining jobs until the trade fair or exhibition opens, assuming these do not seriously interfere with the Customer's preparations for the start of the trade fair stand. The stand shall be dismantled after the trade fair; in other words, the Customer or exhibitor must remove their furnishings and material as soon as the trade fair ends so that the stand can be dismantled without delay or impediment.

If we have to remove, dismantle or pack the Customer's or exhibitor's furnishings, material or exhibits, we will bill the costs that are incurred on a time and material basis. Objects given to the Customer for its use must be returned in a proper condition, in particular, a clean condition. The Customer will be billed for wall elements that are damaged as a result of hanging pictures or exhibits or due to attaching foil that cannot be completely removed and which we are thus no longer able to use. If the trade fair stand is to be available for a longer period before or after the event, the details of this must be agreed in writing. If we are prevented from completing the order/trade fair stand due to an act of God, such as strike, official order, transport delays, over which we have no control, the Customer will be informed immediately. The Customer shall reimburse our receipted expenses to that time. Claims for compensation by the Customer due to non-compliance with the performance time shall be excluded, unless the disruption to performance is based on a grossly negligent or intentional breach of duties on the part of the Contractor or its legal representatives or vicarious agents.

### Use of rented products:

If the Customer rents products from Hofmann GmbH, the following shall apply: The Customer shall

- a) use the product exclusively for its own commercial purposes and shall treat it then with due care and attention,
- b) not change the product or make any attempt or have any attempt made to repair or manipulate it,
- c) move the product to a place other than that defined in the agreement, subcontract and/or hand it over to a third party only with the prior written consent of Hofmann GmbH, which will not withhold this consent without good reason.

In the event that the product is seized or a third party claims other rights to the product, the Customer shall inform Hofmann GmbH of this immediately and hand over a copy of all documents relating to the matter to Hofmann GmbH. Works created by Hofmann GmbH shall be accepted by the Customer in the presence of representatives from both parties immediately after they have been handed over. The Customer shall confirm acceptance in writing if the specifications named in the performance description are essentially fulfilled. The performance is also deemed to have been accepted if no written complaint has been received by the last day of assembly.

## 4. Floor condition and assembly

The area on which we are to assemble the stand must be available to us on the assembly dates; services, such as water and electricity must be available. The floor of the hall must be level so that the trade fair stand can be erected and assembled with consideration of the normal height adjustment capabilities of the stand supports without any further floor levelling elements. If there are uneven areas, recesses or holes in the area where the stand is to be erected, we retain the right to leave the floor as it is or to take remedial action ourselves or through the event organiser by levelling, smoothing out or filling the area. The costs of this will be billed separately by us or the event organiser. We accept no responsibility if the floor covering cannot be laid properly due to the bad condition of the floor. The Customer bears the risk for the existence of a suitable area for the stand.

## 5. Protective rights

Drafts, plans, drawings, production and assembly documents and all rights pertaining to these shall remain our property. Transfer of rights of ownership and use and the authorisation to reuse, reproduce or copy require our written agreement. Changes may be made only by persons authorised by us. We may sign documents of the type mentioned above and use these for advertising purposes. If orders are carried out based on drafts or drawings specified by the Customer, the Customer shall be responsible for ensuring that no third-party rights are infringed by this. The Customer shall pay compensation for the damage and release the Contractor from any claims for compensation resulting from infringements of external protective rights.

## 6. Rates

Drafts, plans, drawings, production and assembly documents and all rights pertaining to these shall remain our property. Transfer of rights of ownership and use and the authorisation to reuse, reproduce or copy require our written agreement. Changes may be made only by persons authorised by us. We may sign documents of the type mentioned above and use these for advertising purposes. If orders are carried out based on drafts or drawings specified by the Customer, the Customer shall be responsible for ensuring that no third-party rights are infringed by this. The Customer shall pay compensation for the damage and release the Contractor from any claims for compensation resulting from infringements of external protective rights.

## 7. Terms and conditions of payment

The remuneration to be paid by the Customer shall be due as follows:

50% when the order is placed or 6 weeks before the start of the trade fair, 50% when the stand is handed over or on delivery. If the Customer is in delay with an instalment, we may refuse to provide the other services. Deliveries and services not specified in the agreement shall be billed on a time and material basis.

## 8. Withdrawal

If circumstances become known that would seem to affect the Customer's creditworthiness, we may withdraw from the agreement. However, services provided up until this time must be paid for. Instead of withdrawing from the agreement, we may also demand prepayment for services that we have not yet provided if the Customer requests that we continue working. In any case, the Customer shall pay the agreed remuneration; although, if the Customer withdraws from the agreement, any services that have not yet been provided will still be billed at 50%. Lost agency commissions must also be paid. If the Customer withdraws from the agreement, Section 649 of the German Civil Code (BGB) shall apply, with the proviso that saved expenses are billed only at 50%. We explicitly reserve the right to make further claims for compensation against the Customer. Offsetting against claims made against us shall be permitted only if they are undisputed or have been legally recognised.

## 9. Warranty and liability

Claims by the Contractor due to defects in a work or an object shall be limited to the right of supplementary performance. The supplementary performance shall be fulfilled by the defect being rectified at the expense of the Customer. If supplementary performance should fail, the Customer may demand a reduced price or may withdraw from the agreement. The Customer shall examine and accept the work as soon as it has been provided, assuming there are no significant defects. Obvious defects must be reported without delay, in particular in writing and in good time so that supplementary performance can be carried out before the start of the trade fair. Use of the functioning trade fair stand shall be deemed as acceptance. Liability for damage from injury to life, body or health due to a culpable breach of duty by the Contractor, its legal representatives or vicarious agents, and liability for other damage in case of a grossly negligent breach of duties shall not be affected.

## Release:

The Customer shall release Hofmann GmbH from all third-party claims that are made because the Customer has not complied with the legal regulations applicable to its business, in particular the regulations relating to supervision, competition, copyright and data security.

## 10. Subcontractors

At our discretion, we may employ third parties of our choice to fulfil our delivery and service obligations.

## 11. Insurance

Objects provided to the Customer for temporary use must be insured within the scope of an exhibition insurance policy. The Customer shall be responsible for placing the order and also for duties of supervision and care for objects that we provide. The Customer shall be liable to the amount of the insurance sum stated by us for damage caused by it or third parties within this period, regardless whether this damage is covered by its insurance or not. By written agreement, we will take out the exhibition insurance for the objects provided by us and also for the Customer's property. In case of transport by us or arranged by us, the transported goods are insured for the new replacement value at the Customer's expense.

## 12. Retention of title

All assignments of goods are made on the condition that all our claims from the business relationship with the Customer are settled. The Customer may resell the goods subject to retention in a normal business transaction. The buyer hereby assigns the Customers' claims from the resale to the amount of the final invoice agreed with us (including value added tax). This assignment shall apply regardless whether the object purchased was resold without or after processing. The buyer may collect the claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected by this. As long as the buyer meets its payment obligations from the proceeds it receives, is not in default of payment and, in particular, if no application has been made to open bankruptcy proceedings and payments have not ceased, we will not collect the claim.

The delivered objects shall remain the property of Hofmann GmbH until full payment of the purchase price has been received. The Customer shall immediately notify Hofmann GmbH of any third-party access to the objects subject to retention of ownership (retention of title), especially legal enforcements or other forms of seizure, and in particular any damage to the goods subject to retention of title. If the goods are installed in a country where the above retention of title is not fully effective, the Customer shall provide Hofmann GmbH with security collateral of equal value..

## 13. Severability clause

Should any individual provision of this agreement be or become void or unenforceable, the validity of the remaining provisions shall in no way be affected. In such case the Contractor shall replace the void and/or unenforceable provision with a relative provision coming as close as possible to the sense and spirit and purpose of this agreement. The same shall apply if there are omissions in the agreement.

## 14. Place of fulfilment and legal venue

The place of fulfilment shall be the location of the head office of Hofmann GmbH. The regional court in Constance, Germany shall be responsible for all disputes. Local responsibility shall be determined by the location of the head office of Hofmann GmbH. The law of the Federal Republic of Germany shall apply to all business relationships and all legal relationships.