



# ISINGERMERZ

## General Terms and Conditions (May 2019)

### 1. General

The following conditions prevail for each supply and service to be carried out by us. Verbal agreements of any kind require our written confirmation for their validity. Customer's conditions which differ from this one have no validity, unless they are expressly accepted by us on the basis of a written declaration.

### 2. Tender, order confirmation and prices

Our tenders are subject to change. Our written order confirmation is decisive for the order. The customer acknowledges that he is charged for overtime supplements and extra costs, in respect of additional supplies and services provided as part of the order.

There is a charge for plans, sketches and drawings.

### 3. Proprietary rights

Sketches, drawings, models etc., plans, sketches remain our property along with all rights, until payment. Transfer of rights of ownership and copyright is required to be in writing. Alterations to plans, sketches etc. must be undertaken only by us until the award of the contract. If developments in the performance process that are capable of being protected are incorporated during the construction of the work, these rights shall remain vested in the inventor. The foregoing shall also apply to components of the work that have already been protected by the contractor. This does not restrict the use of such components by the client. We are entitled to sign our services, thereby advertising.

We are bound to verify whether third-party proprietary rights are not infringed by the drawings and documents submitted to us by the customer, for manufacturing and supply purposes. We are not bound to verify whether the drawings and documents submitted to us for manufacturing and supply purposes enjoy third-party proprietary rights. The customer promises to indemnify us immediately for any possible third-party damage compensation claims and to pay for all damages attributed to us as a result of contravention of proprietary rights. Adequate payment will be made when we demand it, by means of an advance payment.

The dimensions of our sketches are based on the documents provided to the exhibitor by the particular exhibition management. The reservations concerning the accuracy of the dimensions are also adopted by us unless the exhibitor grants us the opportunity to take measurements on site, by appointing us and paying us accordingly.

### 4. Delivery and delivery deadline

Our deliveries are from the place of performance. The time stated in our order confirmation represents the delivery deadline. Force majeure releases us from fulfilling the contract for the duration of the disturbance.

Considered as force majeure are cases such as strikes, weather disasters etc. In cases of force majeure, the customer is entitled neither to withdraw from the contract nor to raise a damage compensation claim.

In cases of delivery delays caused by us, the only right which the customer possesses is that of withdrawing from the contract. Raising damage compensation claims cannot be entertained.

If extra expenses and overtime for the sake of ensuring on-time supply, or rather delivery, occur, in the event of delivery delays which are not our fault, these must be borne by the customer. The following expenses must be borne by the exhibitor: extra expenses on supply and services which are necessary, for example, for remedying the consequences of incorrect measurements by the organiser, for transport delays which are not our fault, for treating the condition of sub-standard floor surfaces, and for third-party advance services not carried out properly or on time, over which we have no control.

In agreement with/subject to the approval of the customer, we are entitled to perform or commission, at the expense of the customer, services which are necessary to guarantee on-time completion and to remove obstructions during erection or dismantling.

Parts from the customer which are to be used during manufacture or assembly must be delivered free of charge at the agreed time to our factory or installation site.

These parts are returned carriage forward from our factory or place of production at the customer's risk.

### 5. Full service

Services and purchases which are effected for the customer at his request, as part of the planning and of the management of his participation in the exhibition, are charged separately. Claims for defects arising from the purchase of supplies and services from external companies are not entertained if no proof of neglecting our obligations in choosing subcontractors can be presented. For amounts spent in advance we are entitled to charge an outlay commission.

### 6. Guarantee

Complaints regarding defects must be made immediately, in the case of supplies and services for the trade fair organisation, and in writing, within a week of their receipt, in the case of other supplies. In the case of authorisation, we grant compensation, choosing either repair or replacement. Removal by a third party is permissible only with our consent. Further claims by the customer and also penalties for non-performance are not entertained.

Defects in a part of the supply or service may not constitute a complaint about the overall supply or service. Differences in shape, colour, dimensions, and condition of the material, within the range of permissibility established in the VOB, are not grounds for a complaint. Within the area of conversions and furniture we will grant a 12-month warranty.

### 7. Packaging and transport

Packaging is charged at the normal price. If rail containers are organised, the railway's container rental fee is charged to the customer. If consignment route and mode of dispatch are not prescribed by the customer, the consignment is dispatched at what we find to be the most reasonable rates.

### 8. Liability and insurance

We are not liable for the exhibitor's property if its safekeeping and handling has not been agreed in writing or confirmed by us.

The exhibitor is liable for all items lent or rented to him up to the amount of the repair costs, or of the replacement costs, in the case of loss. The onus is on the exhibitor to insure his stand against loss and damage, irrespective of type, during the erection and dismantling period and for the duration of the event, unless we have been expressly commissioned. In the case of installations outside his domicile, he is bound to include our tools and installation accessories in this insurance cover. For shipments arranged or made by the customer, the consignment is insured only on the express instructions and at the expense of the customer, to the amount of the replacement costs. Transit damages must be immediately reported to the contractor. In the case of freight dispatch, damages must be immediately noted on the consignment note; in the case of rail transport, a railway certificate of confirmation of damage must be asked for and sent to the contractor. Customer exhibition material accepted by the contractor for storage on the basis of written confirmation is insured, unless otherwise agreed, by the contractor at the expense of the customer, against fire, water damage and burglary to the amount of the replacement value, for the duration of the storage period. This is not valid for the own products and material of the customer. They generally have to be insured by the customer.

If work and manufacturing documents, such as originals, models drawings, negatives etc. have a special value and should thus be insured against all risks, the ordering party must arrange this insurance.

### 9. Payment terms

Our prices apply ex works and are quoted minus transport costs and customs duties. Our accounts are due on delivery of the stand, delivery of the goods or on completion of the service.

In the case of long-term orders or an order of a higher amount, we are entitled to issue an interim account or to demand part payments.

Cheques or bills of exchange are accepted only as payment; bills of exchange are accepted as payment only by previous agreement and on condition that they are bankable. Exchange credit is always minus interest and discount charges. We reserve the right to demand advance or immediate payment, even if another payment date has been agreed beforehand. If the agreed payment date is exceeded, default interest is charged subject to the assertion of other rights, in accordance with Section 286 BGB [German Civil Code].

Only persons given procurator by us are entitled to collect debts.

### 10. Retention of title

We retain the title to the products supplied by us and to any new products created from the processing of the supplied products until all payment claims by us against the customer are settled. The customer must inform us immediately of third-party access to the products supplied under retention of title. Debts arising from the onward sale of supplies and services subject to retention of title must be transferred to us as security for the amount of debts owed to us.

### 11. Place and court of jurisdiction

Our company's domicile is agreed as the place and court of jurisdiction. For disputes with foreign customers, the sole application of the law in force in the German Federal Republic is considered agreed.