

Messebau Wörlein GmbH · Am Tower 31 · 90475 Nürnberg

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General Terms and Conditions of Messebau Wörlein GmbH

§1 Scope of Application of the Terms and Conditions

(1) All deliveries, performances and offers of Messebau Wörlein GmbH shall exclusively be subject to the below terms and conditions of lease and sale. These shall thus apply to all future business relationships even where not explicitly agreed upon. The Terms and Conditions shall be deemed accepted at the latest upon receipt of the goods or service.

(2) No deviations, conflicting or amending General Terms and Conditions shall become an integral part of the contract, even if there is knowledge of such, unless their application is explicitly agreed to in writing. This shall also apply when a performance is carried out for the customer subject to no reservation and with knowledge of the existence of conflicting General Terms and Conditions and/or General Terms and Conditions which deviate from those of Messebau Wörlein GmbH of the customer.

(3) All agreements entered into between Messebau Wörlein GmbH and the customer shall be made in writing and signed by the parties to become effective. This shall also apply to any modifications, amendments and/or the annulment of any individual term of these Terms and Conditions, including this clause.

§2 Offer, Offer and Draft Documents

(1) An offer will be subject to confirmation unless otherwise specified therein. This shall also apply to the conditions stated by Messebau Wörlein GmbH with respect to their performances.

(2) As a general rule, no representation of services and/or goods of Messebau Wörlein GmbH including those on the internet shall qualify as an offer, but rather as a non-binding invitation to the customer to make such an offer.

(3) Where offers are prepared in accordance with the customer's specifications and the documents made available by the respective event management, Messebau Wörlein GmbH shall assume no liability whatsoever for the correctness of the information and documents received, unless their incorrectness and/or unsuitability is intentionally not recognized or not recognized due to negligence.

(4) Where not explicitly otherwise agreed in writing, any offers, plans, drafts, sketches, production and assembly documents, as well as event concept descriptions along with all rights, shall remain the property of Messebau Wörlein GmbH. The customer undertakes not to use them in any other way, in particular not to copy and/or distribute them, pass them on to any third party and/or make any changes to them without the explicit consent of Messebau Wörlein GmbH. Such documents are confidential in the sense of § 2 number 1 of the law for the protection of business secrets (GeschGehG).

(5) The customer undertakes to pay the expenses for the creation of the documents in addition to a reasonable usage fee in case the customer infringes upon the above obligation, notwithstanding any more extensive or further claims to omission or damages. The customer shall reserve the right to establish that the damage occurred to Messebau Wörlein GmbH is lower or that no damage has occurred to Messebau Wörlein GmbH.

§3 Contract Conclusion

(1) With its order of services from Messebau Wörlein GmbH, the customer declares in a binding way its offer to conclude a contract.

(2) Messebau Wörlein GmbH will confirm receipt of the customer's offer. The confirmation of receipt shall not constitute a binding acceptance of the order. The same shall apply to receipt of any offer by telephone.

(3) Messebau Wörlein GmbH shall be entitled to accept the customer's offer constituted by the order within 10 days preceding the event it refers to.

(4) A contract shall be concluded upon sending the document/legal proceeding of order confirmation of Messebau Wörlein GmbH. The omission obligation under Section 2 Number (3) of these Terms and Conditions shall exist irrespective of a placement of order or the conclusion of a more extensive or further contract. The offer prices shall be applicable for a period of 4 months from conclusion of contract. After expiry of that period, Messebau Wörlein GmbH shall be entitled to pass on to the customer any price increases on the part of the producers and/or suppliers. The customer may cancel the contract if the prices are 5 per cent above the price valid at the time of conclusion of contract.

(5) Conclusion of contract shall be subject to the reservation of non or only partial delivery in case of incorrect and/or improper delivery from the suppliers of Messebau Wörlein GmbH. This shall only apply if Messebau Wörlein GmbH is not responsible for the non-delivery. In case of unavailability or only partial availability of the performance, the customer shall be informed immediately. The consideration shall be refunded immediately.

§4 Prices

(1) The offer prices shall apply only upon undivided order of the offered object.

(2) The prices stated in the order confirmation shall be valid for a period of four months from conclusion of contract.

(3) All prices are for the provision of a lease unless agreed otherwise.

(4) All prices are for the duration of the event, unless otherwise agreed.

(5) From 14 days prior to the start of an event, the following surcharges are levied for received orders and/or incomplete documents:

Services at a fixed rate (such as furniture, ...) **25%**

Extraordinary services (such as modifications, ...) **50%**

(6) Unless explicitly agreed, any connection costs levied by the trade fair and suspension points as well as fees of any kind levied by trade fair companies, forwarding agencies, processing organisations, customs authorities etc. shall not be included in the price (e.g. electrical, data, telephone, water and sewage connections, disposal of consumables and packaging materials, sprinkler connections, lifting or scissor lifts, fire protection systems or even stand security).

(7) If the beginning, continuation or completion is delayed for reasons for which Messebau Wörlein GmbH is not responsible, the latter shall be entitled to separately invoice the additional costs incurred. The rates for working hours valid on the date of execution shall apply (including travel and loading times, car use, material prices and any other prices of Messebau Wörlein GmbH).

§5 Delivery and Performance Period

(1) Any delivery dates and/or periods which may be agreed upon as binding or non-binding shall be agreed upon in writing with the parties' signatures. A stand shall be handed over only upon explicit agreement.

(2) Compliance with delivery and performance obligations by Messebau Wörlein GmbH shall be contingent upon the customer's due compliance with its obligations, including timely handover of documents and/or materials. Any additional costs incurred by Messebau Wörlein GmbH in this context shall be borne by the customer.

(3) Any performance modification and/or rearrangement shall entitle Messebau Wörlein GmbH to delay the date of delivery and performance.

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(4) Messebau Wörlein GmbH shall not be responsible for any delays in delivery and/or performance as a result of force majeure, strike, epidemics or lock-out or due to events which, for a period of time that is not temporary, make it substantially more difficult or impossible for Messebau Wörlein GmbH to effect delivery – including but not limited to strike, lock-out, governmental injunctions etc., even if they occur with suppliers of Messebau Wörlein GmbH or their sub-suppliers. Messebau Wörlein GmbH shall be entitled to delay delivery or performance for the duration of the impediment and a reasonable start-up time or to withdraw from the contract for the part not yet performed in whole or in part.

(5) If due to the aforesaid impairments contractual performance becomes impossible, both parties shall be entitled to withdraw from the contract. In such cases, Messebau Wörlein GmbH shall be able to claim compensation for the performances effected until that date; the performances effected shall include any claims by third parties for services commissioned by Messebau Wörlein GmbH in reliance upon performance of contract (this also includes, for example, cancellation fees). Any more extensive or further claims for damages shall be excluded for either party.

(6) The customer shall be entitled to withdraw from the contract with respect to the part of the contract not yet performed, having set a reasonable extension period, if the impediment lasts longer than three months. If the delivery period is extended or Messebau Wörlein GmbH is released from its obligation, the customer may not derive any claims to damages from this. Messebau Wörlein GmbH may only claim the benefit of the above-mentioned circumstances if it notifies the customer without undue delay.

(7) To the extent that Messebau Wörlein GmbH is responsible for non-compliance of deadlines and/or dates confirmed as binding or is in delay, the customer shall be entitled to compensation for delay amounting to ½% for every expired full week of the delay period, in total, however, not exceeding 5% of the invoice amount for the deliveries and performances affected by the delay. Any more extensive or further claims shall be excluded unless the delay is due at least to gross negligence on the part of Messebau Wörlein GmbH.

(8) Messebau Wörlein GmbH shall always be entitled to effect partial deliveries and/or partial performance unless a partial delivery or partial performance is not of interest to the customer.

§6 Freight and Packaging / Passing of Risk

(1) The materials of Messebau Wörlein GmbH travel at the customer's cost and risk at all times unless otherwise agreed. Any desired packaging, packaging deemed and transport insurance necessary by Messebau Wörlein GmbH will be separately invoiced. The same shall apply to any shipping goods of the customer.

(2) Any material of the customer which is to be used in assembly and/or production must be supplied free to the plant or place of assembly on the agreed-upon date. Unless otherwise agreed, return of such material shall be effected freight-forward from the plant or place of use at the customer's cost.

(3) Unless otherwise agreed, any risk shall pass to the customer when the materials leave the premises of Messebau Wörlein GmbH or are made available to the customer. This shall also apply to delivery carriage paid.

(4) If the customer is in default in accepting delivery, Messebau Wörlein GmbH shall be entitled to claim compensation for the damage incurred by it. The risk of accidental damage or accidental loss from notification of readiness for dispatch shall pass to the customer upon occurrence of default in accepting delivery.

§7 Taking Delivery / Handing Over

(1) A stand will be handed over only after explicit agreement. When handover of a stand has been agreed upon, this handover shall be effected formally and immediately upon completion. The customer undertakes to participate in the taking of delivery or to be represented by a duly authorised representative. In this regard, it shall be explicitly recognized that in particular cases, taking delivery one hour prior to an event is not unreasonable.

(2) Any possible partial performance still to be effected and/or reported defects shall be effected or remedied as soon as possible. To the extent that these do not substantially impair the performance of the contract object, they shall not give rise to a refusal to take delivery.

(3) If the customer has used the performance or a part of the performance without having formally taken delivery of it, the taking of delivery shall be deemed effected by the use. The same shall apply if, at the agreed-upon handover of a stand, the customer does not comply with a request by Messebau Wörlein GmbH to meet at a certain date and time for the taking of delivery even though this would be possible for the customer. In such a case, the taking of delivery shall be deemed effected one hour following the notified date and time for taking delivery. Messebau Wörlein GmbH will set a reasonable deadline in its notification of the date and time for taking delivery. It will also instruct the customer as to the consequences if the customer does not appear at the date and time for taking delivery.

(4) Where Messebau Wörlein GmbH has let any deliveries and/or performances to the customer on a rental basis – Section 4 Prices, number (3) – a formal handover of the leased item shall take place immediately after the end of an event upon the explicit request of Messebau Wörlein GmbH. The customer undertakes to appear in person at the taking of delivery or to have itself represented by a duly authorized representative. Messebau Wörlein GmbH shall be entitled to complete the taking of delivery without the customer and to prepare a record of defects, if any, if the customer, in such case, does not attend the taking of delivery, the date and time of which was notified by Messebau Wörlein GmbH.

The content of the defect report shall be binding upon the customer unless the customer objects to it within three days of sending the report. Messebau Wörlein GmbH will instruct the customer regarding this legal effect upon sending the report.

§8 Rights of the Buyer concerning Defects

(1) Any rights as to defects of the buyer shall be in accordance with the German Civil Code („Bürgerliches Gesetzbuch“).

(2) Any rights as to defects of the customer shall be contingent on the buyer's due compliance with its obligation of investigation and complaint under Section 377 of the German Commercial Code („HGB“). Any complaint of a defect or defects must be made in writing. A reasonable time limit of 24 hours from delivery service shall be agreed upon.

Any later complaint of a defect or defects shall be considered only if the customer shows that it could not reasonably be expected to or was not able to make an earlier investigation and complaint.

(3) Where there is a defect in the performance of Messebau Wörlein GmbH, Messebau Wörlein GmbH will, by its own choice, first remedy the defect or deliver a substitute.

If subsequent performance on the part of Messebau Wörlein GmbH fails after two attempts for the same defect, or if Messebau Wörlein GmbH seriously and finally refuses rectification of the defect, or if Messebau Wörlein GmbH cannot reasonably be expected to effect subsequent improvement, the custo-

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mer may, by its choice, claim a reduction of the agreed-upon price or a cancellation of the contract and damages in lieu of performance within the scope of the limitations of liability under § 9. In the case of only a minor nonconformity, including but not limited to only minor defects, the customer shall not be entitled to cancel the contract. The same shall apply if Messebau Wörlein GmbH is not responsible for a violation of an obligation in a defect on its part.

(4) The liability for defects does not cover any defects which occur on the customers' premises due to natural wear and tear, humidity, intense heat and/or improper handling and/or improper storage. Neither does liability for defects cover any deviations in form, measure, colour and/or quality of the material which the customer can reasonably be expected to tolerate.

(5) Any claims for defects shall be discharged if the customer makes it difficult or impossible for Messebau Wörlein GmbH to establish and remedy the defects, which as a rule applies to any complaints of defects once an exhibition has ended.

(6) The rights of the customer concerning defects shall become statute-barred after the expiry of one year at the latest from the taking of delivery or the point in time that is equivalent to taking delivery under Section 7.

§9 Liability

(1) Messebau Wörlein GmbH only processes, transports and stores material belonging to the customer, exhibits of all kinds, decorative or promotional material etc. at the customer's risk. Any and all liability of Messebau Wörlein GmbH shall be excluded.

(2) Any claims for defects and/or damages for the procurement of deliveries of third parties in the name of the customer shall be excluded unless Messebau Wörlein GmbH has infringed upon its duty of care in selecting third parties.

(3) The customer shall be liable to Messebau Wörlein GmbH for all objects given to the customer as a loan or on a rental basis including the exhibition stand in the total amount of the restoration costs (in the case of repairable damage) or in the amount of the replacement value (in the case of destruction or loss).

(4) The customer is liable for damage caused by improper handling of the walls and panels, e.g. screws, nails, use of aggressive adhesives, etc.

(5) Any claims for compensation due to damage of any kind whatsoever, including damage which has not occurred in the delivery object itself, i.a. arising from default, violation of obligation or tort, shall be excluded to the extent that the damage was not caused by grossly negligent or intentional behaviour and to the extent that the exclusion of claims for damages does not prevent or put at risk performance of the contract. The limitation of liability shall apply equally to the persons employed by Messebau Wörlein GmbH in performing its contractual obligations and the servants of Messebau Wörlein GmbH. To the extent that there is no intentional default under the contract on the part of Messebau Wörlein GmbH, liability for damage shall be limited to the foreseeable damage intrinsic to the contract.

Liability for damage with fault to life, body and/or health shall remain unaffected; this shall also apply to the obligatory liability under the German Act on Product Liability („Produkthaftungsgesetz“).

(6) If the contract object is limited to planning and drafts, Messebau Wörlein GmbH guarantees only that the planning or drafts can be realised by Messebau Wörlein GmbH itself. Any more extensive or further claims shall be excluded.

(7) No liability shall be assumed for any gratuitous advice, information and/or other gratuitous services.

§10 Insurance

(1) The rental objects are not insured. It is recommended at the customer's expense to take out insurance for the rented objects for the duration of an event, including assembly and disassembly times.

(2) Messebau Wörlein GmbH shall be notified of any transport damage without undue delay. In case of transport with a forwarding agent, a note of any damage must immediately be made on the consignment note, in case of transport by train, a certificate must be obtained from the railway authorities and sent to Messebau Wörlein GmbH.

(3) For any transport arranged for or carried out by the customer, the goods shall be insured only upon the ordering person's explicit instruction and costs.

(4) Any goods received to be stored by the customer under a written agreement are not insured unless otherwise agreed.

§11 Creditworthiness

Upon the acceptance of orders, a customer's creditworthiness is assumed. If after conclusion of contract, a major deterioration of the customer's creditworthiness becomes apparent which gives reasonable rise to the fear that the customer will fail to perform a substantial part of its obligations, Messebau Wörlein GmbH shall be entitled to suspend production of the ordered goods and/or to refuse delivery until advance payment is effected or an absolute bank guarantee is furnished. A major deterioration of the customer's creditworthiness is to be assumed in particular when the customer is in arrears with payment of a prior delivery and/or any unfavourable information from credit institutions and/or credit insurers becomes known. If the customer fails to comply with the demand for payment and/or furnishment of a security, Messebau Wörlein GmbH shall be entitled to withdraw from the contract and to claim damages.

§12 Retention of Title

(1) Messebau Wörlein GmbH reserves the title in all delivered objects until fulfilment of all claims (including the settlement of any and all outstanding current account balances) which Messebau Wörlein GmbH is entitled to claim for any cause in law against the customer at the current date or in the future. If the value of the goods subject to retention of title exceeds the claims to be secured from the business relationship with the customer by 20%, Messebau Wörlein GmbH shall be obliged to release the goods subject to retention of title upon the customer's request.

(2) The goods shall remain the property of Messebau Wörlein GmbH. The customer shall be obliged to treat the goods with due care for the time of retention of title. The customer shall in particular be obliged to insure them at its own cost under Section 10.

If there is a need for maintenance work, inspections and/or other measures for the maintenance of value, the customer shall be obliged to timely conduct such measures at its own cost.

(3) In case of attachment and/or other interventions on the part of third parties, the customer shall be obliged to immediately inform Messebau Wörlein GmbH in writing in order that the latter can bring an action under Section 771 of the German Code of Civil Procedure („ZPO“). To the extent that the third party is not able to reimburse Messebau Wörlein GmbH with the judicial and extra-judicial costs of a claim under Section 771 of the German Code of Civil Procedure, the customer shall be liable for the financial loss incurred.

(4) Messebau Wörlein GmbH shall be entitled to withdraw from the contract and to request the handing-over of the goods in case of non-conforming

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behaviour on the part of the customer, including but not limited to delay in payment. This shall also apply to withdrawal under Section 11. Messebau Wörlein GmbH shall also be entitled to withdraw from the contract in the case of violation of an obligation under Subsections 2 and 3 and to request handover of the goods if it cannot reasonably be expected to continue to adhere to the contract.

(5) The customer shall not be entitled to resell, or process the goods subject to retention of title without the explicit consent of Messebau Wörlein GmbH. Apart from this, even today the customer assigns to Messebau Wörlein GmbH all claims amounting to the invoice total amount (including VAT) which are incurred by it against its buyers from the resale, independently of whether the goods were resold without processing or after processing. The customer shall still be entitled to collect these claims after their assignment. This shall not affect the power of Messebau Wörlein GmbH to collect the claim. However, Messebau Wörlein GmbH undertakes not to collect the claim as long as the customer fulfils its payment obligations from the proceeds received, is not in arrears of payment and, above all, no application for the institution of insolvency or composition proceedings has been filed or there is a final stop of payment. Should this be the case, Messebau Wörlein GmbH may demand that the customer inform it about the assigned claims and the respective debtors provide all information necessary for collection, delivers all respective documents and notifies the debtors of the assignment.

(6) All processing and other work carried out by the customer on the goods subject to retention of title shall always be effected for Messebau Wörlein GmbH. If the goods are processed along with other objects which do not belong to Messebau Wörlein GmbH, Messebau Wörlein GmbH shall acquire joint ownership in the new items pro rata of the goods' value (total invoice amount including VAT) to the other items processed at the time of processing. In all other respects, the same shall apply to the item created by the processing as applies to the item delivered subject to retention of title.

(7) If the goods subject to retention of title are inextricably combined or mixed with other items which do not belong to Messebau Wörlein GmbH, Messebau Wörlein GmbH shall acquire joint ownership in the new item pro rata of the value of the goods (invoice total amount including VAT) to the other items combined or mixed at the time of combination. If the connection or mixture was done in a way that the item belonging to the customer can be considered the main component, it shall be agreed that the customer assigns to Messebau Wörlein GmbH relative joint ownership. The customer shall retain the item or items thus created and which are the exclusive property of Messebau Wörlein GmbH or of which Messebau Wörlein GmbH has joint ownership for Messebau Wörlein GmbH.

(8) The customer also assigns to Messebau Wörlein GmbH the claim to secure its claims against it which arise against a third party from a combination of the goods subject to retention of title with a plot of land.

§13 Property Rights and Rights of Use

(1) Plans, drafts, sketches, production and assembly documents, designs etc. along with all rights shall remain the property of Messebau Wörlein GmbH even when submitted to the customer. Any transfer of ownership rights and/or rights of use shall be subject to an explicitly written agreement.

(2) Modifications of plans, drafts and/or designs etc. may be made only by Messebau Wörlein GmbH until otherwise agreed in writing. This shall also apply when such documents have become the property of the customer.

(3) Where the customer submits any material and/or documents for the production of the contract object, the customer shall guarantee that the production and delivery of the works completed in accordance with its documentation does not infringe upon any property rights of third parties. Messebau Wörlein GmbH shall not be obliged to verify whether the information and documents submitted by the customer for the production and delivery infringe any property rights of third parties. The customer undertakes to immediately indemnify Messebau Wörlein GmbH against all claims for damages, if any, of third parties and to refund any damage resulting from the infringement of property rights.

§14 Terms of Payment

(1) Unless otherwise agreed, any invoice amounts issued by Messebau Wörlein GmbH shall as a general rule be payable five days from receipt of an invoice.

The following payment plan is agreed between the parties - unless otherwise agreed in individual contracts - according to the progress of the project and is due as follows:

- 40% of the agreed total remuneration as a payment on account for conception, planning, work, services in advance as well as payments on account to service providers or hotels directly after signing the contract and according to invoice.
- 20% of the agreed total remuneration at the latest eight calendar weeks (receipt of payment) before the trade fair/event.
- 15% of the agreed total remuneration at the latest six calendar weeks (receipt of payment) before the trade fair/event.
- The remaining amount 10 working days after the final invoice for the services performed by the contractor has been issued. Deductions of any kind whatsoever shall be excluded; down payments shall not be interest-bearing.

(2) A payment will be deemed effected only when Messebau Wörlein GmbH can make dispositions concerning the amount. In the case of cheques, payment will only be deemed effected when the cheque is cashed.

With respect to delay in payment, the statutory provisions of the German Civil Code shall be applicable.

(3) If the customer does not comply with or complies in an undue manner with its payment obligations, Messebau Wörlein GmbH shall be entitled to withdraw from the contract and to demand handover of the goods under Section 12 Subsection 4. From that point, the customer shall no longer be entitled to use the goods and services of Messebau Wörlein GmbH.

(4) We will charge a processing fee of EUR 15.00 plus VAT per invoice for issuing a new invoice to a new recipient. The fee will automatically be included in the new invoice(s). The customer reserves the right to prove that the damage to Messebau Wörlein GmbH was lower or that no damage occurred.

§15 Offsetting and Assignment

(1) The customer shall be entitled to offset any claims only when its counterclaims have been declared final and absolute or have been recognised by Messebau Wörlein GmbH. The customer may assert a right of retention only if its counterclaim is based on the same contract.

(2) Messebau Wörlein GmbH shall reserve the unlimited right to assign any claims to third parties.

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§16 Termination / Cancellation

(1) The right of the customer to terminate the contract with due notice shall be excluded. Where the performances of Messebau Wörlein GmbH consist of the production of a work, the customer may terminate the contract at any time before completion of the work under Section 649 of the German Civil Code. However, the customer in such case shall be obliged to pay the agreed-upon price under the provisions outlined in Subsection 3.

(2) The right to termination for a serious reason shall remain unaffected. However, the prerequisite for this is that a prior written request to address the serious reason within a reasonable period of time has been issued and that this period has elapsed to no avail. A serious reason means that the customer either does not comply with its payment obligations or infringes its obligations to discontinue under these Conditions.

(3) If the customer exercises the right to termination under Section 649 of the German Civil Code to which the customer is entitled with respect to the performance of Messebau Wörlein GmbH concerning the delivery of a work, Messebau Wörlein GmbH shall have a claim to the agreed-upon remuneration for the performances effected until that date. Whereby the services provided also include claims of third parties that Messebau Wörlein GmbH has commissioned in confidence that the contract will be carried out. In place of the concrete calculation of compensation for termination, Messebau Wörlein GmbH may assert the following flat-rate claim for pro-rata compensation, taking into account the expenses usually saved. The flat-rate costs in the event of premature termination shall be as follows:

- up to fourteen calendar weeks before the start of the trade fair/event **0%** of the agreed remuneration
- up to twelve calendar weeks months before the start of the trade fair/event **25%** of the agreed remuneration
- up to ten calendar weeks before the start of the trade fair/event **50%** of the agreed remuneration
- up to eight calendar weeks before the start of the trade fair/event **60%** of the agreed remuneration
- up to six calendar weeks before the start of the trade fair/event **75%** of the agreed remuneration
- from four calendar weeks before the start of the trade fair/event **90%** of the agreed remuneration
- thereafter **100%** of the agreed remuneration.

The basis for calculation is the remuneration agreed with the customer plus VAT less the expenses saved (travel expenses, overnight stays, meals etc.). The customer shall be at liberty to prove that no costs or costs less than those shown by Messebau Wörlein GmbH in the lump sum were incurred in connection with the cancellation. In addition, in the event of termination by the customer, Messebau Wörlein GmbH shall be entitled to all external costs, cancellation fees, etc. incurred in connection with the contract up to the time of termination.

(4) In case of termination for a serious reason by Messebau Wörlein GmbH or withdrawal for reasons for which the customer is responsible, number (3) shall apply accordingly.

(5) Any pre-ordered or reserved hired goods which are not taken delivery of must be fully invoiced to the customer. If it is possible to let it otherwise, the customer shall bear the costs incurred for transport to and from the event as well as the loss of rental income, if any.

§17 Miscellaneous

(1) Messebau Wörlein GmbH shall be entitled to create image material from the delivered performance free of charge without the customer's consent, to publish this material and/or use it for marketing purposes.

(2) It shall be at the customer's discretion to obtain the required permit, if any, for the assembly of trade fair stands. Messebau Wörlein GmbH shall not assume any liability in that respect unless there is a separate written agreement between the two parties under which Messebau Wörlein GmbH agrees to conduct the approval procedures. In that case, Messebau Wörlein GmbH shall be liable only in the case of gross negligence or intent.

(3) It is pointed out that within the framework of the business relations or in connection with them, personal data, whether they originate from Messebau Wörlein GmbH itself or from third parties, are processed in accordance with the Federal Data Protection Act and the European Basic Data Protection Regulation. The data protection provisions of Messebau Wörlein GmbH, which can be found at <https://www.messebau-woernlein.de/datenschutz>, also apply.

§ 18 Place of Jurisdiction, Governing Law, Partial Invalidity

(1) Place of performance and place of jurisdiction for the customer shall be Nuremberg. The contract shall be governed by German law.

(2) Should any individual provision contained in this contract prove to be ineffective or unenforceable as a whole or in part or become ineffective or unenforceable as a result of changes in legislation after conclusion of contract, the validity of the remaining provisions hereof and of the contract as a whole shall not be affected.

The parties undertake to agree upon an effective and enforceable provision to replace the ineffective or unenforceable provision that comes as close as possible to the void provision's intention.

The same shall apply if there is a gap in the contract.

If there are gaps in the contract, such provisions shall be deemed agreed upon which correspond to the meaning and purpose of the contract and would have been agreed upon had they been considered.

