

General Terms and Conditions of formfoundation GmbH

I. Preliminary remarks

Our services and deliveries are provided exclusively on the basis of our Terms and Conditions and in compliance with the contract law for work as stipulated under the German Civil Code (BGB). Verbal agreements require the written form in order to become legally binding. Any Terms and conditions of the customer deviating from these General Terms and Conditions shall be ineffective insofar as formfoundation does not recognise them before conclusion of contract. If these Terms and Conditions are already known from a previous business relationship or if they are presumed to be known, they shall apply even if they happen not to be delivered.

II. Offer and order confirmation

All offers are non-binding and subject to alteration unless otherwise stated in writing. Agreements shall only become binding after we have given our written confirmation. Orders will only become valid through our order confirmation. Additional services extending beyond this order have to be contracted in writing. Please note: Our offer does not contain any services from trade fair companies, their suppliers or from an event organiser. Suspension points, electricity, water and internet connections must be ordered separately.

III. Prices

Our prices are based on manufacturing costs at the time of offer submission. Unforeseen increases in cost, be they as a result of tariff changes or price increases, on the part of our suppliers shall be reimbursed upon validation. Design services, planning and sample creation shall be invoiced according to the offer or expense.

IV. Property rights

Designs, plans, models or work and assembly drawings created by formfoundation or through formfoundation shall remain the property of formfoundation with all rights. Any transfer of property rights and copyrights shall be done in writing. Unless otherwise agreed, we are entitled to use our services for advertising purposes. The customer shall guarantee that no rights of third parties will be infringed upon in the course of executing our order. The customer is obliged to immediately exempt formfoundation from any potential damage claims of third parties and to provide sufficient compensation for damages resulting from violation of property rights.

V. Supply and delivery period

Our deliveries shall take place at the place of performance. The time cited in the order confirmation is deemed to be the delivery date. Unforeseen incidents, such as labour disputes, government measures, traffic disruptions, storms, catastrophes, etc., which hinder the implementation of the contract according to plan, even if they occur among our subcontractors and suppliers, shall exonerate us from fulfilment of the contract for the duration of the impediment. In such cases, the customer is not entitled to withdraw from the contract or to assert any damage compensation claim. Failure to comply with delivery schedules shall entitle the customer to withdraw from the contract.

Any damage claims outside this provision are hereby ruled out.

Extra expenses in respect of labour and equipment on account of any demonstrably non-culpable impediment must be compensated by the customer depending on the expense. This also applies to extra services as a result of changed specifications, improper preliminary delivery on the part of third parties, difficulties in implementation, etc. If the need arises to institute special measures for purposes of meeting the completion date or elimination of impediments during assembly and disassembly, formfoundation shall be entitled to implement these measures at the expense of the customer.

Components belonging to the customer that are to be used must be delivered to the construction site on schedule at the customer's own risk. Any returns, insofar as not clearly initiated, shall be made at the expense and risk of the sender. The customer is responsible for arranging suitable transport safety.

Responsibility shall pass to the customer upon handover of the equipment at the agreed destination.

VI. Warranty

Any obvious defects must be reported immediately in writing upon acceptance of our services. The service shall be deemed to have been delivered and accepted upon commissioning and use. Defects occurring later must be notified in writing. The customer must make it possible for us to examine the claim. If this is justified, we shall provide warranty through rectification or re-manufacturing at our discretion. If we strongly and definitively reject the fulfilment, decline to rectify the defect and to make any supplementary delivery on account of disproportionate costs, or if the supplementary delivery fails or is unreasonable as far as the customer is concerned, the customer can only demand – at his discretion – a decrease in the remuneration (reduction) or annulment of the contract (withdrawal) and damage compensation within the framework of the liability limitation (see Section VII of our Terms and Conditions) instead of reduction of the service. The customer can only assert these claims after expiry of a reasonable grace period set by him without yielding any results, together with the declaration that he will reject rectification of the defect after expiry of the period, unless the deadline is dispensable according to statutory regulations. In case of only minor breaches of the contract, in particular if it is a case of only minor defects, the customer shall not be entitled to withdraw from the contract. If we are not responsible for the breach of obligation involving a defect, the customer is not entitled to withdraw from the contract. Rights of the customer owing to defects that do not concern construction and/or work,

that consist in the provision of planning and supervisory services for this purpose, shall become time-barred one year after acceptance of the work and/or from the time of delivery of the item. The short limitation period shall not apply if we are accused of gross negligence, as well as in the case of physical injuries and harm to health attributed to us or in case of demise of the customer. Liability according to the Product Liability Act shall also remain unaffected. Any further claims shall remain unaffected, in case of malicious concealment of defects or the acceptance of a guarantee for the quality of the equipment. The customer shall not receive any guarantees, in the legal sense, from us.

VII. Liability and insurance

In cases of slight negligent breaches of duty, our liability shall be limited to the contractually typical, foreseeable, direct average damage according to the nature of the work. This shall also apply in cases of slight negligent breaches of contractual obligations on the part of legal representatives or vicarious agents. We shall not be liable to contractors in cases of slight negligent breaches of minor contractual obligations. The above limitations of liability shall not affect the claims of the customer arising from product liability. Furthermore, the liability limitations shall not apply in case of physical injuries and harm to health attributed to us or in case of demise of the customer attributable to us. The customer shall be liable for all equipment leased to him up to the amount of the replacement value. The customer is obliged to insure our property against loss and damage. Temporary assumption of ownership as desired by the customer and the assets associated with this can only occur if this is legally permissible to us. The customer shall take out the requisite insurance policies.

VIII. Payment terms

Apart from special agreements, whose validity requires the written form, orders shall be paid in advance after invoicing. In case of complaints that have been recognised by us, the payment may only be retained to the permissible extent. If the above payment terms or contractual payment terms are exceeded, we shall be entitled to charge default interest to the tune of 8% above the basic interest rate for contractors and default interest to the tune of 5% above the basic interest rate for consumers, with effect from the due date. Further damage claims resulting from delay can be asserted. If the customer does not fulfil his payment obligations or if we come to know of circumstances that merit us to question his creditworthiness in accordance with due commercial diligence, all our claims shall become due immediately – also to the extent that we have accommodated the change. We shall then only be obliged to further delivery terms in this case, if the contractor makes the full advance payment. In case of cancellation of an order already awarded, all costs incurred until such a date shall be charged. This includes, in particular, also the costs for organisation, planning, provision of equipment and assembly. Parts already produced shall also be charged along with cancellation fees for journeys, flights, trucks and hotels already booked. If any fees are incurred when exchanging currency or transferring money abroad, the customer shall bear those costs. Other regulations require the written consent of formfoundation GmbH.

IX. Retention of title

In case of rental equipment for trade fairs, all equipment shall be reserved as rental equipment for the duration of the trade fair. In case of contracts with consumers, we shall retain ownership of the items until complete payment of the agreed remuneration. For contracts with contractors, we shall retain ownership of the items until complete payment of all claims arising from a current business relationship. The customer is obliged to treat the items with care, and he is also obliged to notify us immediately about any access by third parties to the items, such as in case of attachment, as well as any damage to or destruction of the items. The customer must immediately notify us about a change in ownership of the items as well as his own change of company/residence. We are entitled to withdraw from the contract and demand the items back in case the customer conducts himself in a manner that constitutes a breach of contract, in particular in the event of payment delays or violation of a contractual obligation mentioned above. The contractor is entitled to resell the items that were transferred to him in a proper business transaction. He shall with immediate effect transfer to us all receivables to the amount stated in the invoice, which accrue to him through the resale in respect to third parties. We shall accept this transfer.

After the transfer, the contractor shall be authorised to redeem the claim. We reserve the right to redeem the claim ourselves as soon as the contractor fails to fulfil his payment obligations properly and falls into payment arrears. The handling and processing of the items by the contractor shall always be done in our name and on our behalf. If processing occurs with items that do not belong to us, we shall acquire co-ownership in the proportion of the value of the items delivered by us to the other processed items. The same applies if the items are mixed with other objects not belonging to us.

X. Place of performance and place of jurisdiction

The law of the Federal Republic of Germany shall apply exclusively. The place of performance for all services is our head office. The sole place of jurisdiction for all disputes arising from this contract is the location of our head office. This agreement concerning the place of jurisdiction shall only apply if the contractual parties are merchants, legal entities under public law or special funds under public law. If individual provisions of this contract, including these Terms and Conditions, should be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected by this. The wholly or partially invalid regulations shall be substituted by a regulation whose economic success comes closest to the invalid provision.