

General Terms and Conditions of formfoundation GmbH (hereinafter referred to as formfoundation)

I. General

Our goods and services are provided exclusively on the basis of our terms and conditions and the German contract law as set forth in the German Civil Code (BGB). To be effective, any oral agreements must be made in writing. Differing terms and conditions of the client shall not be valid unless expressly accepted by formfoundation prior to the conclusion of the agreement. If these terms and conditions are known from a previous business relationship or if they can be presumed to be known, they shall apply even in the event of non-delivery.

II. Offer and order confirmation

All offers are non-binding and subject to change unless otherwise stated in writing. Agreements will only become binding once confirmed by us in writing. Contracts will only become binding if confirmed by us in writing. Any additional services that go beyond the order must be contracted in writing. Please note: Our offer does not include the services of trade fair companies, their suppliers or an organizer. Suspension points, electricity, water and internet connections must be ordered separately.

III. Prices

Our prices are based on production costs at the time of offer submission. Any unforeseen cost increases as a result of price increases by our suppliers shall be reimbursed upon presentation of documentary evidence. Design services, planning, sample creation shall be invoiced based on the offer or the actual costs incurred.

IV. Payment terms

Apart from special agreements, which must be in writing to be effective, orders shall be paid for in advance after invoicing. In the case of undisputed complaints, payments may only be withheld to the extent permissible by law.

If the aforementioned or contractual payment terms are exceeded, we will be entitled to charge a late-payment interest at a rate of 8% above the base rate from the due date onwards. This is without prejudice to the right to assert further damage claims.

If the client fails to meet their payment obligations or we become aware of circumstances which, based on our sound commercial judgment, merit us to call their creditworthiness into question, all our claims, including any accepted bills of exchange, will become due immediately. In this case, we will only be obliged to make further deliveries if the client pays us in full in advance.

Cancellation is only permissible on the basis of a separate written agreement. If any fees are incurred during a foreign exchange or international transfer, these shall be borne by the client. Any other arrangements require our written consent.

V. Intellectual property rights

If the client provides or specifies equipment, dimensions, service providers, software, logos, photos, videos, files, data, or their usage without any input on our part, we will not be obliged to verify their legality, suitability, or similar, unless their unlawfulness or unsuitability is glaringly obvious or the client has specifically contracted us, for a fee, to carry out such checks.

We are entitled to use the provided items and rights in accordance with the terms of the agreement and, if necessary, to transfer them to third parties. The client shall ensure that we have the necessary rights for this purpose or notify us in writing of any restrictions.

Documents, graphics, drawings, sketches, files and other items we create will remain our property and must be returned to us after the end of the contract, unless the transfer of ownership is expressly the subject matter of the agreement. The parties hereby agree that the Copyright Act shall apply to all designs, planning documents, graphics, lists, drawings and sketches we create, as well as ideas (works) embodied in written or electronic form or in any other way, even if individual parts may not be protected by the law. The parties shall continue to be bound by this provision even after the contract end date.

The client will acquire the rights necessary to fulfill the purpose of the agreement once the agreed-upon fees and costs have been paid for in full. Any further uses will require our explicit consent, subject to an additional reasonable fee.

We are not obliged to release raw data or open files, and if we do so, we will be entitled to reasonable remuneration.

Repeated use by the client without placing a repeated paid order with us will trigger a payment obligation, unless the repetition is already the subject of the first order and/or has already been adequately covered by the remuneration paid to date. This provision shall continue to apply even after the contract end date.

VI. Delivery and delivery period

Our deliveries are made from our place of business. The delivery date is the date specified in the order confirmation. If force majeure events occur, such as labor disputes, official measures, traffic disruptions, severe weather, disasters, etc., which prevent the performance of an order as scheduled, they will release us from the performance of the agreement for the duration of the hindrance, even if they affect our sub-contractors and suppliers. In such cases, the client is neither entitled to withdraw from the agreement nor to assert claims for damages.

If we fail to adhere to delivery dates for reasons not attributable to force majeure, the client will be entitled to withdraw from the agreement. Any further claims for damages remain excluded. In all other respects, Section XIII shall apply to force majeure.

The client shall compensate formfoundation for any additional labor and material costs for hindrances that are demonstrably not attributable to formfoundation based on the actual costs incurred. This shall also apply to additional services as a result of changed specifications, non-professional preliminary work by third parties, difficulties in execution, etc. If special measures are necessary to adhere to the completion date or to remove obstructions during assembly and disassembly for which formfoundation bears no responsibility, formfoundation will be entitled to take these measures at the expense of the client. Components provided by the client must be delivered to the construction site on time and at the client's own risk. Return deliveries, unless clearly arranged, will be made on a carriage forward basis and at the client's own risk. The client will be responsible for appropriate transport security.

Responsibility will be transferred to the client upon delivery at the destination.

VII. Bearing of risk

The risk associated with the feasibility of the event or the (construction) project (hereinafter referred to as the project) underlying the order is generally borne by the client. This means that our claim for payment of the agreed rent, fees, costs, and external expenses will remain valid even if, without our fault, the project does not take place, is canceled, terminated prematurely, or our services are not utilized.

This risk allocation also applies, for example, when disruptions to the Project are not due to our fault but rather caused by factors such as a lack of permits, adverse weather conditions (e.g., rain, fog, cold, snow, ice, heat, wildfire danger or changes in wildfire danger levels, wind, storms, etc.), other climatic conditions, official restrictions affecting the project (e.g., prohibition, restrictions on the number of people, etc.), defi-

ciencies in the premises or areas used or their non-usability, cancellations or non-appearance of participants, lack of visitor interest, or demonstrations against the project, parts thereof, or against the venue or against the client.

It is also presumed, unless proven otherwise, that extremist or terrorist threats, the threat of extremist or terrorist attacks, bomb threats, or the discovery of "dangerous objects" directed against the client or their project are solely within their risk sphere.

Our entitlement to payment will only be reduced in accordance with contractual or legal provisions, unless the latter are not excluded in these general terms and conditions.

VIII. Warranty

If acceptance is required, this will be deemed to have taken place if the client does not submit it with specific descriptions of the defect after we request it and set a deadline, but no later than 14 working days after the request. The client must raise a complaint in writing immediately after discovering a defect (notification of defects). In all other respects, Section 377 of the German Commercial Code (HGB) shall apply mutatis mutandis.

Insofar as there is a defect in the subject matter of the agreement for which we are responsible, we will be entitled to choose between remedying the defect or providing a replacement. If we remedy the defect, we will be obliged to bear any related expenses, including, in particular, transport, travel, labor and material costs, provided these are not increased by the fact that the contractual goods have been transported to a place other than the place of performance by the client. If the remedy of the defect or replacement fails twice or we are unwilling or unable to remedy the defect or provide a replacement, the client will be entitled to withdraw from the agreement or reduce the remuneration in accordance with the following provisions.

The client expressly reserves the right to reduce the price if subsequent performance fails or, if construction services are subject of the warranty, to withdraw from the agreement at their option. For rental services, their right to reduce payment is excluded; however, the exclusion of such a right to reduce payment does not apply to defects that have been fraudulently concealed by us within the meaning of Section 536d BGB or to properties guaranteed by us, nor does it apply to undisputed or established claims by the client. The reduction is only excluded to the extent that the renting client is prohibited from enforcing the reduction by deducting the agreed rent; they can/must assert and enforce any claims for reimbursement themselves in accordance with Section 812 BGB.

The rights of the client due to defects are excluded insofar as they make or have made changes to the subject matter of the agreement without our consent. This exclusion does not apply if they can prove that the changes do not unreasonably affect our ability to identify and rectify the defects. Their rights due to defects remain unaffected if they are entitled to make changes, especially in the context of exercising the right to self-remedy under, for example, Section 536a (2) BGB, and these changes have been professionally executed and documented comprehensibly. Section 539 (1) BGB is excluded.

The limitation period for all warranty claims is one year from the acceptance, or otherwise, one year starting from the end of the year in which the claim arose and the client became aware of the circumstances giving rise to the claim and the identity of the party responsible, or would have become aware without gross negligence. This reduction of the statute of limitations does not apply in cases of intent or gross negligence on our part, in cases of personal injury, in the case of a defect in a third party's proprietary right that entitles them to demand the surrender of the purchased item (Section 438 (1) No. 1a BGB), in the case of a construction project or work where the essential aspect is the provision of planning or supervisory services for it (Section 634a (1) No. 2 BGB), as well as for claims under the Product Liability Act.

IX. Our liability

Our no-fault liability in accordance with Section 536a (1), 1st alternative BGB due to defects in the context of a rental that existed at the time the contract was concluded is excluded, unless we have fraudulently concealed the defect or if it concerns a material contractual obligation. (material contractual obligations are obligations that contain legal positions essential to the contract, which we are required to grant to the client in accordance with the content and purpose of the agreement, or such obligations, which are essential for the proper performance of the contract and the fulfillment of which the client may routinely rely upon). This limitation of liability also applies mutatis mutandis to our liability with regard to the reimbursement of futile expenses.

We are only liable for (simple) negligence in the event of a breach of material contractual obligations (see above for definition). Our liability for simple negligence in the event of a breach of material contractual obligations is limited to the foreseeable, typical damage. Claims for indirect or consequential damage caused by defects in the contractual item shall be limited to damage, which can be typically expected when using the contractual item as intended.

The limitations of liability do not apply to grossly negligent or intentional breaches of duty, not even in the absence of guaranteed properties, nor do they apply to claims of the client arising from product liability and/or from statutory mandatory liability. The limitations of liability apply to the same extent in favor of our bodies, our employees and other vicarious agents and our subcontractors.

We are liable for any kind of negligence and intent in case of injury to life, body or health of the client attributable to us.

X. Liability of the client

As part of their duty of care and diligence in accordance with Section 278 BGB, the client is responsible for the fault of persons who come into contact with the subject matter of the agreement at their request, unless these individuals have caused the damage only when they had access to the subject matter of the agreement and/or fall under our sphere of responsibility. The client bears the burden of proof that the person causing the damage does not fall under their duty of care and diligence in accordance with Section 278 BGB.

In cases where the client is responsible for loss or damage, necessitating the replacement of equipment, they are obligated to reimburse the full cost of the new equipment upon presentation of evidence.

XI. Insurance obligation of the client

The client is obliged to adequately insure the subject matter of the agreement against damage, theft, vandalism, etc. and to maintain insurance coverage throughout the period of provision. We reserve the right to request proof of insurance at any time and to make the provision dependent on the presentation of an insurance certificate, with respect to the period of provision. The following minimum limits apply, unless otherwise agreed:

- 1 million euros for personal injuries,
- 1 million euros in material damage, whereby the insurance must expressly cover property damage to the subject matter of the agreement, as well
- 250,000 euros for financial losses.

XII. Termination

Not-for-cause termination of this agreement is excluded. The foregoing is without prejudice to the right to terminate the agreement for good cause.

XIII. Force majeure and event cancellation

In the event of force majeure or other serious events that occur through no fault of our own and that lead to the impossibility, cancellation, or interruption of the contract or individual contractually agreed services, we may demand reimbursement or compensation from the client for the costs incurred up to that point and non-cancelable costs (including travel expenses, accommodation, etc.), the services provided by us, and the necessary and non-cancelable payments owed by us to our subcontractors.

If the implementation of the project or event underlying this contract has become impossible, Section 648 BGB applies to our compensation, whether directly or by analogy. The same applies to infection control, civil protection, regulatory, or police restrictions or prohibitions related to the project or event underlying the contract (including travel bans, accommodation bans, etc.), as governed by Section 648 BGB. If the client incurs lower costs as a result of a cancellation agreement, these shall apply.

XIV. 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. We retain title to the goods until all claims arising from the business relationship have been settled in full. The client is obliged to exercise due care when handling the goods. The client is obliged to inform us immediately of any access of third parties to the goods, as in the case of a seizure, as well as of any damage or destruction of the goods. The client must notify us immediately of any change in ownership of the goods or of a change in the registered office/residence.

We are entitled to withdraw from the agreement and demand the return of the goods in the event of a breach of contract by the client, in particular in the event of a default in payment or a breach of one of the aforementioned obligations. The client is authorized to resell the goods that have been transferred to them in the ordinary course of business. They hereby assign to us in advance all claims to the amount of the invoiced sum arising from the resale to a third party. We hereby accept the assignment. After the assignment, the client will be authorized to collect the claim. We reserve the right to collect the claim even if the client does not fulfill their payment obligations and defaults on payment. The processing and handling of the goods by the client shall always be carried out in our name and on our behalf. If processing takes place with items that do not belong to us, we will acquire joint ownership in the new item in proportion to the value of our delivered goods compared to the other processed items. The same applies if the goods are mixed with other items not belonging to us.

XV. Place of performance and jurisdiction

These general terms and conditions are governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The sole place of jurisdiction for any disputes arising from this agreement is the location of our registered office. If any provision of this agreement, including these general terms and conditions is or becomes invalid whether in whole or in part, the validity of the remaining provisions will not be affected or impaired thereby. The parties shall replace the wholly or partially invalid provision by a provision that comes as close as possible to the economic purpose of the invalid provision.