

# Koelnmesse GmbH

## General Conditions of Purchase

### 1. General

Our purchase orders are subject only to these conditions unless otherwise agreed in writing. These conditions also apply to all future business agreements, even if they are not expressly agreed upon again. Deviating or supplementary conditions of the supplier do not become subject to the contract even if we do not expressly reject them. Additional conditions apply for certain services, in particular design services, construction services and manual work services.

### 2. Order acceptance

The order acceptance or rejection is to be made immediately in writing. In the event that a contractor's declaration is not received by us within 1 week after the date of the order, the order is considered to have been accepted to our prices and conditions.

### 3. Prices

The prices apply to DDP deliveries to Koelnmesse (Incoterms 2010) or the place of use stated by us. We will not accept price increases, regardless of the reason. Sample deliveries are made to us free of charge.

### 4. Delivery

Delivery is made free of packaging charges. If a special packaging change agreement is made, the packaging charges will be refunded in full in the event of carriage-paid return of the packaging. Delivery is to be made with a delivery note. For deliveries to storage rooms in the basement area, the clearance height to the storage rooms of 2.80 m is to be taken into account. Road traffic regulations apply on the trade fair site; instructions given by employees of Koelnmesse GmbH or companies commissioned by Koelnmesse GmbH are to be adhered to. The contractor is liable for postage risk. The contractor is also liable for insurance costs.

### 5. Fulfilment

Deadlines that we set for deliveries and services are to be considered fixed deadlines that must absolutely be adhered to. In the event that deadlines are exceeded, we are entitled to withdraw from the order with no further notice and to demand compensation. Short deliveries are not permitted. In the event of excess deliveries, our order volume applies for invoicing. Retentions of title are to be stated expressly in writing in the order confirmation; they become invalid in every case upon full payment of the goods. The contractor guarantees that their services do not breach any copyrights or other rights of third parties. Koelnmesse remains exempt from any such claims that any third party might claim regarding the breach of their rights by the contractor or resulting from services performed by the contractor. Unless otherwise agreed, we are granted the exclusive, temporally and spatially unrestricted right of use of all suggestions, ideas, design suggestions and drafts as well as signets, symbols or emblems and texts that are subject to our order. Rights of retention are excluded.

### 6. Guarantee/product liability/insurance/exemption

The contractor is responsible for guaranteeing flawless materials as well as a faultless performance of the service in accordance with the contract in every regard. They especially guarantee that the service provides the features promised, adheres to the established technical regulations and is not subject to faults that nullify or reduce the value or suitability of the service/product for its conventional or contractually agreed use. The contractor guarantees that their services adhere to all laws, regulations, accident prevention regulations and regulations regarding climate protection and health and safety. The guarantee period is two years insofar as no longer period is stipulated in the order, by law or in other applicable provisions. It begins on the day of order acceptance. If we so request, the contractor is obliged to rectify shortcomings immediately and at their own cost. In urgent cases and in the event of the contractor's default, we are entitled to have these shortcomings rectified at the contractor's cost. Furthermore, legal provisions apply. The contractor indemnifies us from all claims that are made against us by our contractual partners, in particular exhibitors and visitors, that are based on the provisions of the product liability act and relate to the goods delivered by the contractor. If the contractor is a manufacturer as defined by the German Product Liability Act, then they are obliged to have product liability insurance coverage amounting to at least EUR 5 million for each case of damage to property/persons and maintain this coverage for the entire contractual period. Taking out this

insurance does not indemnify the contractor from liability for damage in excess of the stated insurance cover.

### 7. Invoicing

Invoices are to be submitted immediately after complete fulfilment of the order (no partial invoices) stating our complete order details and including the documents required for auditing (e.g. verified wage slips, BOQ etc.). Legally applicable VAT is to be indicated separately. If the invoice is incomplete it is deemed not to have been issued and will be returned.

### 8. Payments

Insofar as no other agreements are made, we pay invoices within fourteen days with 2% discount or within thirty days with no discount. The payment period begins on the day of receipt of a correct invoice. In the event of an incorrect invoice, we retain the right to discount for early payment. Payment is made in the agreed currency. In the event that the Supplier commissions a third party to provide the service, this third party is not entitled to invoice Koelnmesse directly. Koelnmesse shall only accept invoices from the Supplier.

### 9. Prohibition of assignment

Assignment of claims from the order submitted, in particular from payment claims, is only permitted with the prior written consent of Koelnmesse.

### 10. Data privacy/confidentiality

Koelnmesse will process and use business and personal data from contractors in an automated procedure solely for the fulfilment of contractual purposes in accordance with the Federal Data Protection Act. The contractor is obliged to maintain confidentiality about the contents and regulations of the business agreement.

### 11. Safety regulations

The order overleaf is submitted on the condition that its performance adheres to the accident prevention and work safety regulations as well as the generally applicable safety-related and occupational health regulations. For the delivery of technical devices, this is to be documented by the CE or GS symbol. Additional safety regulations apply for construction and manual work services.

### 12. Exemption from liability of Koelnmesse

In the event of a breach of major contractual responsibilities, the liability of Koelnmesse for cases of simple negligence is limited to the foreseeable, standard contractual average level of damage. Furthermore, claims for compensation against Koelnmesse due to unfulfilled obligations that are not major contractual obligations are excluded, insofar as they are not a result of gross negligence or intentionally inappropriate behaviour on the part of Koelnmesse and/or their subcontractors and vicarious agents. The aforementioned liability restrictions do not apply insofar as Koelnmesse is immediately liable for loss of life, personal injury or damage to health as a result of negligence or intent in accordance with legal regulations. In the event of loss of or damage to property brought by the contractor, their employees, subcontractors and vicarious agents or other third parties commissioned by the contractor, Koelnmesse is only liable in the event of intent or gross negligence on the part of Koelnmesse, their employees, subcontractors or vicarious agents.

### 13. Provision of materials

Materials provided and documents enclosed such as drafts, sketches, printing plates, models, stencils and tools remain our property. They must be sufficiently protected against loss and damage by the contractor and be returned without being requested after completion of the order free of charge and at the contractor's own risk. The objects may not be reproduced or used otherwise.

### 14. Place of fulfilment and jurisdiction, applicable law

Place of fulfilment is Cologne. The place of jurisdiction for our contractual partners who are registered traders or have no general place of jurisdiction within Germany is Cologne.

The law of the Federal Republic of Germany applies.