

I. Range of services, scope of the General Terms and Conditions

1. Heilmaier GmbH, a provider of trade show and exhibition design services, gives advice in all phases of planning and realization of trade show and exhibition services. The company's range of services includes the following:
 - a. Design and planning concepts of trade show representations and booths.
 - b. Delivery of trade show items (for purchase/or on lease)
 - c. Installation, dismantle, advice/services during the trade shows
 All services are provided as full package (full service: planning, production delivery and assembly) or partially.
2. The following terms and conditions shall apply to all our services (see paragraph 1) and to all current and future legal relationships between our company and our customers. Any purchasing terms used by customers which either wholly or partially run contrary to our terms and conditions or to the statutory provisions, are herewith objected to expressly. These shall not become part of any contract, even if we make delivery or provide our services being aware of those contrary terms and conditions. Customer's contractual terms shall only become part of the contract, if approved by us in writing. If a customer has not received our terms and conditions together with the offer or if not provided to the customer at any other occasion, they shall apply to the same extent, as if he knew or should have known them from a previous business relationship.
3. Our General Terms and Conditions shall only apply in connection with business transactions.

II. Conclusion of contract, requirement of written form

1. We shall be bound by our written offers for a term of 20 days from submittal of the offer. An order shall only be deemed concluded, if a written order or acceptance has been placed by the customer.
2. The scope of our services shall be determined by our offer and any written enclosures. Any side agreements, amendments or modifications require our prior written approval to be effective.
3. The written form can neither be replaced by a simple electronic form, nor by any qualified electronic form.

III. Prices

1. Our prices are ex works plus packaging, transport and value-added tax according to the statutory provisions.
 - a. For deliveries within the European Union, the customer must prove his exemption from VAT by stating his VAT-identification number in due time before the delivery date contractually agreed upon. In case the customer fails to fully inform us about this number within due time, we shall reserve the right to charge the applicable value-added tax accordingly.
 - b. For deliveries outside the European Union, we shall be entitled to charge statutory value-added tax subsequently, if the customer fails to provide us with an export confirmation for the despatch in question within one month.
2. If commencement, progress or completion of the works is delayed for any reason we cannot be held responsible for, we shall be entitled to charge the additional expenses incurred separately, in particular, any price increases imposed by the manufacturers, suppliers and shippers or any wage increases. The rates applicable at the date of execution of the works for working hours (inclusive of travelling and loading times), vehicle costs, prices for material and any other prices shall be charged.
3. Planning, drafts and drawings shall be charged separately, if nothing to the contrary has been agreed upon expressly and in writing, if the contractual relationship should end after the trade show booth planning and preparation phase. The code of fees for architects and engineers (the German HOAI) shall apply for calculating such costs, provided nothing different has been agreed upon in writing.
4. Any additional services or items that need to be procured which are done or purchased for the customer upon his request in connection with the planning and preparation of his trade show or exhibition participation (full service, or booth guard services and the like) shall be charged separately. The rates per hour applicable at the date of execution shall be charged. We are entitled to place such orders with subcontractors and to charge any additional costs incurred.
5. If the customer requests or carries out any additional services during planning and execution of his trade show participation, these will be charged additionally. The rates applicable at the date of execution of the works for working hours (inclusive of travelling and loading times), vehicle costs, prices for material and any other prices shall be charged.
6. If a lump sum price has been agreed upon and if any individual items of the order cannot be realized for any reasons which we cannot be held responsible for (change requests of the customer or any unforeseeable circumstances at the trade show site or the like), this shall not reduce the lump sum price. Any deviations from this provision must be agreed upon in writing to be valid.

IV. Payments

1. The amount stated in our invoice shall become due upon receipt of the invoice and shall become payable within 10 calendar days after receipt.
2. In case of long-term orders or in case of a higher order value, we shall be entitled to demand partial payments, provided no other agreements have been made in this respect. In case of an order value exceeding an amount of 25,000 €, 50% of the order value shall be payable upon placement of the order, and the remaining 50% of the order value shall be payable upon surrender of the booth.
3. Payments shall be made without reduction to one of our bank accounts. Any down payments made shall not bear interests. Letters of credit shall only be accepted if agreed upon before and for payment purposes only and subject to the discount possibilities available. If payment is effected by way of letter of credit, cheques or any other payment documents, the customer shall bear the costs of such discounting and collection.
4. In case of delayed payment even after having sent reminders, we shall demand interests at a rate of 8% above the basic interest rate, subject to § 247 BGB, irrespective of any further claims and damages for delay.
5. The customer may only set off against the reason or the amount of indisputable or legal counter-claims or may ascertain a right of retention.

V. Delivery, delivery periods, delayed delivery

1. The final inspection date agreed upon in writing shall apply for the delivery of items (see section I, paragraph 1b), or the completion of the trade show booth (see section I, paragraph 1c). This shall not apply, if the customer requests considerable changes after conclusion of contract which will lead to a delay.
2. Compliance of the delivery term shall be subject to correct self-delivery within due time.
2. Provided any circumstances we are not responsible for complicate delay or make the execution of orders accepted impossible, we shall be entitled to postpone delivery, re-

maining delivery or partial delivery by the period of impediment or may cancel the contract entirely or partially, and the customer may not claim any damages. We shall not be responsible for any authoritative measures, operational failures, strikes, lock-outs, shortage of materials, energy supply problems, transport delays by traffic interruptions or any other events of force majeure which are suffered by us, our subcontractors or shippers assigned by us or by third parties which are material for maintaining our own operations. The aforesaid shall also apply, if such events occur at a point of time at which we are in delay with our services.

4. If despatch or acceptance of items of the consignment is delayed for any reasons the customer is responsible for, any costs incurred through such delay shall be charged to the customer, even in case the works have been assigned on a lump-sum basis. The rates applicable at the date of execution of the works for working hours (inclusive of travelling and loading times), vehicle costs, prices for material and any other prices shall be charged.

VI. Freight and packaging

1. Any packaging used shall be charged at cost and shall be taken back by us, if this has been agreed upon in the contract or if required by statutory provisions. The transport costs for taking back the packaging shall be borne by the customer.
2. Rented packaging will be charged on a daily basis, if not returned to us free of freight costs within 21 days after receipt of the packaging at our customers'.

VII. Transfer of risk, final inspection

1. In case of full services (see section I, paragraph 1 sentence 2) the risk shall be transferred on the customer upon final inspection of the booth (see section XII) and otherwise (rental/purchase, see section I, paragraph 1, sentence 1 b) if the goods are leaving our premises. This shall also apply in such cases where delivery free of charge or partial deliveries have been agreed upon.
2. If the final inspection required by these General Terms and Conditions is delayed or fails completely due to circumstances we are not responsible for, the risk shall pass on to the customer at the date of the 'ready for final inspection' notification.
3. In case of full services (see section I, paragraph 1 sentence 2), the customer shall inspect our products immediately after their completion. The customer shall personally take part in the final inspection date agreed upon in writing or shall send a representative with a power of attorney. The customer expressly acknowledges that the inspection is deemed reasonable and appropriate to take place until 15.00 hrs of the day before start of the trade show or one hour before start of the trade show.
4. The customer may not reject inspection or acceptance of deliveries in case of minor defects or deviations from the quantities which do not materially impair the function of the subject matter of the contract. The customer shall particularly inspect and accept separate parts of our services, which have been completed already, upon our request. Any partial services or remedy of defects still to be carried out shall be fulfilled or carried out as soon as possible. If the subject matter has defects which do not justify rejection of final inspection or acceptance, inspection shall be carried out subject to remedying these defects.
5. If the customer does not appear at the final inspection date agreed upon (see section V, paragraph 1), the services shall be deemed accepted and inspected after taking possession of the booth.
6. Any rejections of acceptance or objections against the acceptance or reservations expressed with respect to the acceptance must be in writing without delay inclusive of a description of the defect that substantiates the complaint.

VIII. Return of rented items

1. If our services have been provided to the customer on a rental basis, the rented items shall be returned to us upon request after the end of the trade show by way of formal return. The customer shall take part at the inspection date or shall send a representative with power of attorney.
2. If he customer has been provided with computers or computer systems on a rental basis, we shall have the right to delete any data still stored on the software after return of the rented items immediately.

VIX. Reservation of title

1. In case of the sale of items or trade show items, the title in such items shall only be transferred to the customer after full payment.
2. The customer may neither pledge or transfer the delivered items as security before title has been transferred to him. In case of pledging or seizing or any other disposals of third parties, the customer shall inform us of any such activities immediately.
3. In case of customer's conduct in violation of the contract provision, in particular, in case of delayed payment, we shall be entitled to reclaim after having sent a reminder. The customer shall return the goods and items. Neither ascertainment of the reservation of title, nor pledging of the delivered item by us shall be regarded as cancellation of the contract.
4. If insolvency proceedings are commenced regarding the assets of the customer, we shall be entitled to cancel the agreement and shall further be entitled to demand immediate return of the delivered items.
5. The following supplementary provisions shall apply, if the customer has its registered office within the Federal Republic of Germany:
 - a. We shall reserve title of the delivered items, until all outstanding accounts from the current business relationship have been paid by the customer.
 - b. The customer shall be entitled to sell delivered items which are subject to reservation of title in the course of normal business. He shall sell the delivered goods subject to reservation of title, if the delivered goods are not fully paid by the third-party purchaser immediately. This right of further sale shall not apply in case the customer is in arrears with his payments. The seller shall assign any claims resulting from selling on the delivered items or any other legal reason as security for our claims. In case of processing of items subject to reservations and any co-ownership resulting therefrom, such assignment shall only apply to such part of the claim corresponding to our co-ownership share.
 - c. The customer shall be entitled to collect the claims assigned to us also after assignment as long as he complies with his payment obligations mutually agreed upon. We are entitled to require at any time that the customer states both the claim assigned and the debtor and provides us with all information required for collection, provides us with the relating documents and informs the debtor of the assignment.
 - d. Processing of items which are subject to reservation shall always be carried out by the customer for us. If the items subject to reservation are processed using other items not being in our possession, we shall purchase the co-ownership in the new item in relation to the invoice value of the item subject to reservation together with the other processed items at the time of processing. If our goods are joined with other moveable things to form one single item and if the other thing is to be regarded as

main item, it shall be agreed herewith, that the customer grants to us pro-rata co-ownership, provided the main item is owned by him. The customer shall keep the ownership or co-ownership for us. The same provisions shall apply to the items subject to reservation which apply to the item that has been created by processing or connection.

e. We shall release the securities we are entitled to such extend that its invoice exceeds the balance of our open account by more than 10% not only temporarily.

X. Industrial property rights, drafts, drawings, infringement of industrial property rights

1. We shall reserve title and copyrights in samples, cost estimates, drawings, documentations and information of similar physical and non-physical nature – also in electronic form; these shall not be disclosed to third parties without our prior written consent. This shall also apply, if they have been transferred to the customer. However, any transfer of title or user rights shall be made in writing in any case.
2. Any changes of planning, drafts, etc. may only be carried out by us, and also in such cases, where such documents have become available to the customer, unless the exclusive user rights in such materials have been transferred in writing. We shall be entitled to sign our documents and to use them for advertising purposes.
3. In the event that the customer publishes the documents referred to in paragraph 1 without or consent or if he discloses them to third parties, the contractor shall be entitled to claim damages.
4. The customer shall guarantee that no third party industrial property rights are infringed by the execution of the orders and delivery of the services subject to and in accordance with the information/requirements or documents provided by the customer. We shall not be obligated to check, whether the information/requirements or documents provided by the customer according to which the services are to be rendered infringe any third party industrial property rights. The customer shall hold us indemnified against any damage claims raised by third parties immediately and to make immediate payment for any damages resulting from the infringement of such industrial property rights, if required.
5. We shall grant warranty of title for the documents prepared and used by us in the sense of paragraph 1, sentence 1 as follows:
 - a. If the use of the delivered item results in an infringement of industrial property rights or copyrights, we shall principally grant the customer the right to further use the delivered item or shall modify the delivered item to such extend that such infringement of industrial property rights is remedied. We shall hold the customer indemnified against undisputable or legally valid claims. If this is not possible under commercially reasonable conditions or within a reasonable period, the parties are entitled to make use of the right of cancellation.
 - b. Such warranty of title referred to in section X, paragraph 5 a.) shall be the complete warranty subject to paragraph XII. in case of infringement of industrial property rights or copyrights.

Such warranty shall only apply, if

 - the customer notifies us immediately of the infringement of industrial property rights or copyrights claimed inclusive of a description of such claims,
 - the customer provides us with reasonable support in the defence of the claims raised or enables us to carry out the modification measures mentioned in section X, paragraph 5 a.),
 - all defences including extra-court agreements are subject to our decision,
 - the legal defect does not result from an instruction made by the customer,
 - the infringement of such rights has not been caused by the fact the customer has made an unauthorized modification of the delivered item or has used the item in violation of the contract terms.

XI. Warranty

1. In case of quality defects we shall warrant as follows:
 - a. Subject to our discretion, we shall make a new delivery or shall improve our services subsequently which prove to be defective due to circumstances occurred before transfer of risk. The customer shall notify us immediately of any quality defects, stating the nature of the defect complained of and shall grant us sufficient time and the opportunity to remedy such defect, since otherwise we will be released from the liability and warranty regarding any consequences resulting therefrom.
 - b. We shall not assume any warranty, in particular, for any damages which we have suffered due to the following reasons and which have not caused by us. Natural wear and tear, any unauthorized modifications or repairs made by the customer or third parties, inappropriate or improper use, wrong operation, assembly or commissioning, wrong or negligent use, improper maintenance, use of unsuitable materials or replacement materials, insufficient construction works, unsuitable ground, ambient conditions unknown to us, chemical, electro-chemical or electrical influences and any modifications of the delivered item made without our consent.
 - c. If the complaint is justified, we shall bear the direct costs for subsequent improvement or, in case of replacement, the costs for the replacement part including transport costs. In case of deliveries or assembly outside the Federal Republic of Germany, the overall costs to be borne by us shall be limited to the amount of the order value.
 - d. In cases of customer's negligent contributory causation of the defects, in particular due to the non-compliance of his damage prevention and damage limitation obligation, we shall be entitled to claim damages corresponding to the extend of customer's contributory causation after subsequent improvement.
 - e. The customer may elect to cancel the agreement, if – subject to exceptional cases provided by law – we have been unable to remedy a defect or to effect replacement due to a quality defect within the period granted by the customer. If only an immaterial defect is available, the customer shall only be entitled to receive a reduction of the contractual price agreed upon. Such right of reduction of the contractual price shall otherwise be excluded. Section XV., paragraph 9 shall apply to assemblies, repairs and other services provided in lieu of section XI., paragraph 1.e.
2. Any further claims resulting from the warranty (in particular those relating to compensation for damages which have not occurred in the subject matter of the delivery) shall be exclusively subject to the provisions of section XII.

XII. Liability; Impossibility

1. We shall also be liable for damages caused by the violation of obligations during contract negotiations, irrespective of their legal reason (in particular, also for those relating to compensation for damages which have not occurred in the subject matter of the delivery) only in case of:
 - intent,
 - culpable violation of material contract obligations,
 - gross negligence of the owner/organs or officers of the company,
 - culpable damage to life, body and health
 - defects we have concealed intentionally or which absence we have guaranteed,
 - defects to the extend subject to liability according to the product liability law regarding damage to persons or property damage in items used for private purposes.

2. In case of violation of material contract obligations we shall also be liable for gross negligence of employees which are in no managerial position and also for slight negligence. In case of slight negligence, liability shall be limited to the typical contractual, reasonably foreseeable damage.
3. Replacement of property damages shall be limited by the general principles of trust, as in case of disproportion between the amount of the order value and the amount of damage.
4. Any further liability – for whatever reason – and in particular for compensation for damages which have not occurred in the delivered item itself, shall be excluded.
5. We shall not be liable for the consequences of defects for which we have not granted warranty in accordance with section XI., paragraph 1b).
6. In case of partial impossibility the customer may only cancel this agreement, if he can prove that partial performance is of no interest for him. If this is not the case, he shall pay the balance charged for such partial delivery. The provisions contained in the foregoing paragraphs 1-5 of section XII. shall otherwise apply. If impossibility or incapacity occurs during the period of delayed acceptance or by negligence of the customer, he shall render consideration.
7. If neither party is responsible for any event of impossibility, we shall be entitled to receive payment for the part of our performance already rendered.

XIII. Insurance contract claims

To the extent we as additionally insured party can raise direct claims against the insurer of the customer with regard to the delivered item, the customer shall already now consent to the ascertainment of such claims.

XIV. Statutes of limitation

1. Warranty claims of the customer shall become statute-barred within 24 months after transfer of risk.
2. The statutory regulations shall apply to the commencement of statutes of limitation.

XV. Assembly, repairs and other services

The following supplementary provisions shall apply to assembly, repairs and other services:

1. The customer shall inform our staff about applicable safety regulations and hazards at his costs and shall take all necessary measures to protect staff and property at the workplace.
2. The customer shall at his costs support our staff in the performance of the works to the extend required and shall render assistance as required by the contract such as preparation of the construction site, provision of tools and lifting devices, provision of water and electricity, etc.
3. The customer's assistance must ensure that we can commence with our work immediately after arrival of our staff and that the works can be done without delay until the date of inspection.
4. If the customer fails to comply with his obligations, we shall be entitled, but not obligated, to take the measures that would actually required by the customer at his costs.
5. In the event that any repairs cannot be carried out for reasons which are beyond our responsibility, the customer shall pay the performance already rendered and the expenses already incurred.
6. Any parts replaced in the course of exchange shall become our property.
7. Repair deadlines shall only be binding, if confirmed by us in writing.
8. The customer shall be entitled to reduce the price of assembly, repair and other services within the framework of statutory provisions, if – in consideration of exceptional cases provided by law – a reasonable period for the provision of the services determined within the delay period terminates without having rendered performance successfully. Such right of reduction shall also apply in other cases of failed attempts to remedy defects. The customer may only cancel the agreement, if he can prove that the repair – despite reduction of the price – is of no interest for him.

XVI. General provisions

1. Any warranty shall be excluded for the sale of used goods, unless we are not required to assume liability subject to statutory provisions.
2. The customer shall bear all taxes, fees and levies in connection with the performance outside the Federal Republic of Germany and shall pay these costs, if applicable.
3. Personal data shall be stored by us in compliance with the statutory provisions.
4. We shall not reimburse packaging return costs.
5. The customer shall obtain all export and import documents and all documents required for the use of the products at his own costs.
6. The place of performance and fulfilment with regard to customer's obligations towards us shall be Neuried.
7. If any provision of the General Terms and Conditions of the contract become fully or partially invalid, this will not affect the validity of the remaining provisions.

XVII. Place of jurisdiction

1. The place of jurisdiction for all matters and disputes arising from the contractual relationship shall be the place of our registered office. We reserve the right to file an action at the customer's statutory place of jurisdiction.
2. The laws of the Federal Republic of Germany shall apply, excluding all standards of collision and the United Nations treaty regarding international sale of goods (CISG).

„These Terms and Conditions have been prepared in German and in English. In case of deviations, the German version shall apply.“