

Additional Conditions of Delivery and Payment

General Terms and Conditions

Version September 2016

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Additional Conditions of Delivery and Payment of Koelnmesse GmbH

1. Contractual Partner

Your contractual partner is

Koelnmesse GmbH

represented by the caterer:

Aramark Restorations GmbH
im Hause Koelnmesse GmbH
Deutz-Muelheimer Strasse 30
50679 Cologne
Phone +49 221 284 8584
E-Mail aramark@catering-koelnmesse.com
www.catering-koelnmesse.com
www.aramark.de

2. Scope of Application

These Terms and Conditions shall apply to the whole business relationship between us and you as the ordering party, as well as to (additional) orders placed verbally, over the telephone, in writing or by email. You can download and store these Terms and Conditions by clicking on the symbol "GT&Cs.pdf".

3. Technical Steps

The following technical steps shall lead to a purchase order, resulting in a binding contract between you and us: from the products or services offered, you choose the products or services that you wish to buy or rent, along with the required quantities, for an event and a time chosen by you. You place these products or services in the shopping basket by clicking on the shopping basket symbol next to the product or service concerned. You can view the content of the shopping basket at any time by clicking on the shopping basket symbol. In the shopping basket, you can alter or delete the quantities indicated. By clicking on the button "Go to order details" you will be forwarded to the registration site where you can fill in your company details or, if you are a registered customer already, log in with your email address and password. After you have registered or logged in, you will be prompted to enter further event details. Depending on your selected method of payment, you will be asked to provide your full payment details to us. These details are required to complete your order and will be deleted by us once the event has ended.

By ticking the corresponding field, you confirm that you have read and accept our GT&Cs.

By selecting the option "Check order" you will be forwarded to the final overview of the event details that you have entered, as well as to your shopping basket.

By selecting the option "Place order and pay now" you complete the ordering process. You will then receive an email from us, accepting your offer and setting out once again the details of your order. With this step, a binding contract is entered into between you and us.

The contents of the contract will not be stored by us and will no longer be retrievable after the ordering process has been concluded. You will be able to print your order details immediately after your order has been completed.

4. Order Quantities

The minimum order quantities for selected products as well as the minimum attendance periods for our staff will be shown once you select a product or attended services during the ordering process.

Additional orders may be placed with our on-site staff members, or by calling our service hotline on +49 221 284 8584.

5. Lead Times

Orders must be placed before 2:00 p.m. on the day prior to delivery. Lunch boxes must be ordered at least four work days in advance.

Additional orders for beverages may also be placed during the event period.

Staff members for attended services may be ordered according to availability, at least 24 hours in advance for the following day.

We will do our best to deliver additional orders as quickly as possible. However, orders booked in advance will always be prioritised.

6. Delivery, Electricity, Returned Goods, Collection

Deliveries will be made during the pre-selected time slots. Please ensure that you are available to accept the delivery at your trade fair stand at the agreed time and confirm receipt of the goods. If our staff member can't locate a suitable contact person at your trade fair stand at the agreed delivery time, the goods will be left at the stand. In these cases, the delivery will be considered fulfilled. We will not be held responsible for theft or damage to the goods at your stand.

If an on-site supply of electricity is necessary for rendering our services, we are entitled to use all electricity outlets existing on the Koelnmesse premises. If your catering area is outside of easily accessible electricity

outlets, we will inform you about our electricity requirements, and it will be your responsibility to arrange the electricity supply through the Koelnmesse exhibitor services.

It is not possible to return food products to us. In the case of beverages, only complete crates and containers (no partial crates, no single bottles) may be returned and refunded. These will be collected by us at the end of the event. Should the value of returned beverages exceed 50% of the beverage order value, an additional operating expense of 50 Euro will be charged to your account.

Non-standard beverages that we have sourced at your special request are not refundable.

Missing empties (bottles, containers and crates) will be charged to you at the deposit value.

Rental products (crockery, appliances and so on) will be collected by us at the end of the event. Damaged or missing rental products will be charged to you at cost price.

7. Logistics Fee

An additional logistics fee of 30 Euro will be charged once per day and per event for product orders (excluding staff) of less than 150 Euro. Product returns reduce the order value.

8. Prices

The prices that you are asked to pay (plus value-added tax) are the result of those product prices specified in the order forms and the order quantities selected by you, in the case of rental products considering the actual rental period, and in the case of staff requisitions considering the actual attendance periods. In the case of rental products and staff requisitions, the minimum rental periods and attendance periods respectively will be charged.

All deliveries and services rendered under these terms and conditions are rendered locally, therefore the mandatory legal VAT rates will be applied.

9. Payment

Services valued up to 500 Euro net can be paid in cash on the last day of the event.

Services valued over 500 Euro net can only be paid by credit card, debit card, girocard and PayPal.

Should you wish to include specific details in your invoice (internal order numbers, cost centres and so on), these details must be communicated to us prior to the event.

We will send out invoices by email or by mail delivery to an address specified to us before the invoice is issued. Should you wish to change details on your invoice after it has been issued, you will be charged an additional administrative fee of 7,50 Euro net.

10. Cancellation

Cancellation of your order can be made free of charge up to 24 hours before delivery. After this, your order is charged at the full rate. Payments that have already been processed will be refunded. A blanket fee of 3 Euro per transaction will be deducted from the refundable amount to compensate for potential fees of your payment provider.

General Terms and Conditions of Koelnmesse GmbH

A. General Rules

I. Area of Application

1. In the interest of legal clarity, the following conditions shall apply exclusively to all our deliveries and services as well as to all contractual, pre-contractual and/or quasi-contractual legal relationships to customers, service providers, suppliers and/or other business partners, unless we have explicitly agreed upon differing regulations in compliance with the regulation under I No. 5 in writing.

2. In particular, these conditions of delivery and service shall apply to all legal and business transactions with commercial businessmen/women and similar tradesmen/women within the scope of all present and future business relationships - particularly in cases where we have neither referred to nor explicitly re-referenced these regulations - or where we have expressed disagreement with differing regulations - including those contained in other general terms and conditions.

3. We can only accept other terms and conditions not used by ourselves if their inclusion into our business relationship has been explicitly accepted and acknowledged in writing by at least one of our authorised signatories. In this case these regulate the conclusion of the respective business transaction, the individual supply relationship or the respective single contract, hereupon being of no significance for the future and having no effect on the further business relationship. A repeated reinclusion of general terms and conditions not used by ourselves does not change this regulation in any way.

4. Your acceptance of these terms and conditions is acknowledged through your placing an order with Aramark Restaurations GmbH - at the latest upon your acceptance of goods and/or services. This also applies to commercial transactions in cases where these terms and conditions were not passed on or where no particular attention was drawn to them except where we have either failed to fulfil a request for their provision or for the provision of other information or have failed to do so in a timely fashion.

5. Apart from those persons appointed with the management of Aramark Restaurations GmbH and those persons granted power of attorney no other persons are entitled to lay down regulations differing from these general terms and conditions in the name of Aramark Restaurations GmbH.

II. Offers, Conclusion of Contract and Contract Modification

1. Quotations made by our company either verbally or on the telephone are only valid if we confirm them immediately in writing.

2. Our offers lose their validity if they are not confirmed - including acceptance of these terms and conditions - directly to us within a period of ten business days after either being received by yourselves, the customer or business partner.

3. Should you order our services and want to repeat your order at a later date (for instance in the case of orders either conveyed by telephone or email), we request that you explicitly point this out when you first contact us. Otherwise, each order shall be treated separately. Should an order then be cancelled [please refer to section XIII] it will also be handled as in the case of a separate order.

4. Regulations differing from either our quotation and/or these general terms and conditions require our explicit written confirmation in accordance with Item I 3. This also applies to cases where the written form requirement itself is waived.

5. Changes, in particular changes made at a later point in time to the goods or services which we are under obligation to deliver, including changes to delivery times and periods, require our explicit written confirmation in accordance with Item I 3.

III. Prices and Pricing Information

All prices and pricing information are understood to be in Euro, even where this is not explicitly stated as such - excluding statutory taxes and dues as well as any additional costs accrued in accordance with public law. The respective prices are to be paid plus the statutory value added tax, any other taxes, fees and charges. These apply exclusively to the bundle sizes and/or quantities stipulated in the quotation and only for the delivery periods and routes described therein.

IV. Properties and Qualities

1. Should the details stated in our quotation differ from our product descriptions, our samples or that which we have presented then the details and descriptions (qualities) contained in our quotation are solely binding.

2. Deviations in size, appearance, weight, consistency, taste, smell or other properties of the foodstuffs we process are inevitable. They shall, therefore, be tolerated by our customers and/or clients as customary in the trade.

3. Beyond this, we can only accept liability for specific qualities and properties of our goods and services if these qualities and/or statements as to the nature of the goods and services were previously and explicitly described as being legally binding - for example, in a quotation - and have been explicitly acknowledged as such.

4. We may pass on changes to our products and services caused by external factors beyond our control (environmental influences, local technical conditions or similar cases) to our customers without restriction of any kind.

V. Delivery Times and Dates, Force Majeure, Damage caused by Delay

1. We provide event-related services punctually, based on schedules agreed upon in writing with our customers.
2. The punctual supply of our services requires that our customers adhere to the agreed schedule and that the general conditions, in particular those of a technical and organisational nature, remain unchanged. The schedule must also be observed by any other partner or third party involved in the event.
3. Disruptions to the schedule for which we are not responsible or procedural and operational interruptions related to acts of nature beyond our control (strike, lockout, natural catastrophes, acts of violence or attacks and similar events) relieve us from our obligation to adhere to confirmed deadlines and dates.
4. Should this result in our exceeding our delivery deadlines or dates our customers are only then entitled to withdraw from the contract if dispensing with the contract is justified based on the principles of the loss of a sound contractual basis.
5. In the case of the aforementioned Items 2 to 5 our customers and business partners, pre-suppliers, suppliers and subcontractors have no further rights - in particular, with regard to the reimbursement of costs and damages.
6. If we are only marginally delayed in supplying our services any resulting claims on the part of our customers are ruled out - regardless of the nature.
7. Furthermore, we are only in default with our delivery - at least in the case of a commercial transaction - in cases where, upon reaching the due date, we have been granted an appropriate extension period to complete the delivery or provide supplementary services and where we are responsible for failing to meet this deadline.
8. Claims resulting from late delivery of our services or goods are limited to 5 percent value listed in our quotation, except in cases where the delayed rendering of our services is either due to intent or gross negligence on our part or where our service is thus rendered worthless for the client. In this latter case our obligation to provide compensation is limited to those damages identifiable at the time of closing the contract, except where the danger of unusually high losses in the case of a delay was pointed out sufficiently in advance and in written form. In this case our obligation to provide compensation is limited to the value of the contract.

VI. Customer/Client Acceptance Obligation

1. Our customers/clients are committed to accepting the goods and services when we supply these on time and in the required quality. Should external circumstances result in this either not being possible or not taking place on time or should the customer/client refuse acceptance for reasons for which we are not responsible or without stating the reason, the customer/client nevertheless assumes the risk of accidental destruction of our goods or services. This releases us from our respective obligation to provide the services.
2. In this connection we are in agreement with our customers that - in particular, with regard to supplying food and beverages on time - it goes without saying that our goods and/or services must be accepted immediately.

VII. Partial Deliveries

We are entitled to make partial deliveries as long as this is not ruled out by the nature of our services.

VIII. Notice of Defect

1. Should the client not be satisfied with our supplies or services then you must immediately submit a detailed notice of defect - if possible in writing - and, upon request, he shall show us the specified product or service defect - including a sample or respective documentation, if appropriate. Failing to do so assumes that we supplied our services in accordance with the contract.
2. Should, due to the circumstances, an immediate written notice of defect not be possible or only possible at excessive cost, this should be carried out in arrears as soon as the obstacle preventing the written notification has been eliminated; but no later than four working days of becoming aware of the defect.
3. Should the defect only apply to part of our service the client is only entitled to withdraw from the contract as a whole if the remaining part of our service is thus deemed to be of no further interest.

IX. Third Party Deliverables

1. In cases where we act as a broker for third party services in addition to our own (such as temporary employment agencies, artists) or, when requested to do so by the customer or client, offer our own additional services (sub-contractors) we endeavour to carefully inspect and choose these third parties. We are, however, not obliged to examine third party supplies or goods in the interest of our customer or client or to point out any deficiency of service.
2. In particular, we are not committed to checking brokered services or subcontractors requested by the customer/client with regard to their correctness and legitimacy.
3. Any claims resulting from unsatisfactory services provided by a third party directed towards ourselves or Aramark Restaurations GmbH - irrespective of their legal basis - are herewith ruled out.

X. Third Party Rights; Official Permissions

1. Unless we have explicitly agreed upon differing regulations in writing the customer/client is solely responsible for satisfying any essential third party rights (in particular copyright) and/or for applying for the necessary third

party declarations and/or any required official permits, permission, concessions or other approvals in a timely fashion prior to an event.

2. Should required third party declarations or official permission or permits in accordance with Item X 1 above be either unavailable, incomplete or not available on time, we are entitled to either withhold or refuse our services. Our customer's/client's obligation to submit the agreed remuneration remains unaffected by this.

3. Should required third party declarations or official permission or permits in accordance with Item X 1 above be either unavailable, incomplete or not available on time and should claims be made on us by either third parties or state institutions as a result, our customer or client herewith releases us from any liability resulting from these claims.

XI. Advance Payment, Invoicing, Terms of Payment

1. Our Invoices are due immediately upon receipt without deductions.

2. Payments made to us are only viewed as being complete once one of our accounts has been accordingly credited. This means that we only accept cheques and bills of exchange and acceptance for processing purposes. Resulting charges of any kind - in particular, for payments or transfers from overseas - are to be borne by the paying party. Furthermore, we do not undertake any guarantees for presenting or protesting bills on time or for returning them in a timely fashion.

3. Should our client be late in paying our invoice we are entitled to charge interest for default at a rate of 8 percentage points over the respective customary Base lending rate. Our right to assert further claims for damages as a result of default remains unaffected.

4. For all orders, reservations or event bookings we are entitled to demand advance payments of 35 percent of the order value upon accepting the contract and a further 35 percent up to ten business days prior to the event. The initial advance payment is due immediately upon request, with the second advance payment due in accordance with this stipulation on the tenth business day prior to the event - not requiring a specific request for payment. The initial payment is to be submitted to the specified account within five business days via cash cheque or bank transfer.

5. Should the client be late in settling his/her advance payments we are entitled to withhold or stop the provision, and, in particular, the preparation of all our services or to withdraw from the contract.

6. Should circumstances arise - such as the initiation of legal enforcement or safeguarding measures, which give us just cause to doubt the credit-worthiness of our customers and business partners, we are entitled to demand advance payments up to the full amount of the contract - or, should we choose to do so, withdraw from the contract.

7. Should we withdraw from the contract we are entitled to demand 25 percent of the contractual sum as a lump compensation fee. This does not rule out our right to assert further claims for damages. Our client reserves the right to ascertain a lower compensation level.

XII. Offsetting, Lien

1. Offsetting our claims for payment is only possible using counter claims which have been explicitly acknowledged by us in writing or such claims which have been legally determined.

2. Our clients nor third parties are entitled to assert a withholding right on objects which we have either loaned, rented or otherwise provided.

XIII. Cancellations

1. Our clients can cancel free of charge any booked or commissioned event, delivery or service up to six months prior to the agreed service delivery date or event.

2. Should the client cancel any booked or commissioned event, delivery or service in the period four to six months prior to the service delivery date or event we are entitled to invoice all expenses incurred during the preparations at the usual transaction rate or customary rate used within the trade and to withhold 25 percent of the room rent - in cases of advance payment - as a cancellation fee and/or - in other cases - to invoice this sum.

3. Should the client cancel any booked or commissioned event, delivery or service in the period two to four months prior to the service delivery date or event we are entitled to invoice all expenses incurred during the preparations at the usual transaction rate or customary rate used within the trade and to withhold 50 percent of the room rent - in cases of advance payment - as a cancellation fee and/or - in other cases - to invoice this sum.

4. Should the client cancel any booked or commissioned event, delivery or service in the period 10 days to two months prior to the service delivery date or event we are entitled to invoice all expenses incurred during the preparations, including any room rental fees, at either the agreed rate, the usual transaction rate or customary rate used within the trade and to withhold at least 100 percent of the room rent - in cases of advance payment - as a cancellation fee and/or - in other cases - to invoice this sum.

5. Should the client cancel any booked or commissioned event, delivery or service within the last ten days prior to the service delivery date or event we are entitled to invoice 100 percent of the room rental fees in addition to 70 percent of all the deliverables ordered - in cases of advance payment - as a cancellation fee and/or - in other cases - to invoice this sum.

6. Any individual contractual regulation of possible cancellation fees requires written approval from the management of Aramark Restorations GmbH and/or written permission from one of those persons appointed with the management of Aramark Restorations GmbH.
7. Should we pass on cancellation fees to our customer/client it is his/her sole responsibility, in the case of a respective dispute, to present evidence and, where necessary, proof that the level of expenses, compensation or cancellation fees we have claimed is actually lower.
8. Should we make a delivery or provide services based on an agreed and set number of participants, the following remuneration parameters apply should a reduction in the number of participants follow on the part of the customer:
- Reduction of the number of participants up to 5 days prior to the agreed delivery and/or service delivery date: The remuneration will be invoiced to the customer based on the actual number of participants.
 - Reduction of the number of participants in the period 3 to 5 days prior to the agreed delivery and/or service delivery date: The remuneration will be invoiced to the customer based on the actual number of participants and shall also include 50 percent of the total payment lost as a result of the reduction in the number of participants.
 - Reduction of the number of participants less than 3 days prior to the agreed delivery and/or service delivery date: The remuneration will be invoiced to the customer in full as agreed without deductions.

In all the above scenarios the location (either internal or external to our building) to which we deliver or where we provide our services has no influence on our claim for payment of the agreed remuneration sum at the point in time when we receive notification of a possible reduction in the number of participants.

XIV. Warranty

1. We ensure the provision of services in accordance with the contract and corresponding to the wishes and expectations of our customers.
2. Our Warranty expires should the behaviour of our customers, clients or other third parties operationally involved in the event either partially or totally prevent us from providing our services in accordance with the contract or in cases where the provision of our services is impeded to such an extent as to be unacceptable or made impossible.
3. The same applies in the case of an act of nature beyond our control, i.e. a strike, lockout, natural catastrophe, act of violence or a terrorist attack or such similar event.
4. In the cases described above in Items 1 to 3 there are no restrictions to our client's obligation to submit payment of the agreed remuneration.
5. Furthermore, we provide compensation according to the contractual and legal provisions in cases where our service deficiency is attributable to intent or gross negligence or where we have violated our contractual agreement with our customers or clients (cardinal duty). Under cardinal duties, the Parties may understand those that enable the fulfillment of the proper execution of the contract at all, and trust in its compliance with the contractor.
6. The level of compensation we are required to provide is, except in cases of injury to life, body or health, limited to those damages identifiable at the time of closing the respective contract, unless our client specifically drew our attention in writing to the risk of a particularly high loss. In the latter case our liability for damages is limited to the order value.
7. If our client is insured against the damages he/she suffered our liability for compensation is limited to the disadvantageous effects not covered by this insurance (higher insurance premiums or similar).
8. In the case of personal injury or damage to property we otherwise provide compensation within the scope of and according to the terms of our comprehensive general liability insurance policy. If requested, we shall gladly provide our customers, clients and business partners with respective confirmation of our insurance cover.
9. In cases where no such confirmation of insurance was requested in advance no claims with respect to inadequate insurance coverage may be asserted.
10. We are not liable for compensation in the case of profit or immaterial losses.

XV. Data Processing and Data Security

The electronic processing of customer and supplier data is indispensable in the correct running of a company and in fulfilling our contractual service obligations. Our customer or supplier explicitly consents to our processing his/her data to this effect.

XVI. Area of Jurisdiction, Applicable Law

1. Our agreements with customers, suppliers or other business partners are subject exclusively to German Law. UN-Sale of Goods is excluded.
2. Area of jurisdiction for all disputes resulting from or connected with our supplies and/or services in commercial transactions is Cologne.

B. Special Agreements for Events Held on Our Own Premises

XVII. Technical Obligations

1. Should an event organiser (customer, business partner or third party) use our premises he/she must treat them with care.

2. Without our explicit written consent the event organiser is forbidden to use the premises in any inappropriate or unintended manner. He/she is also not allowed to make any alterations to the premises, add any technical connections or make any changes to the actual building or fittings in any way. Neither may he/she use the rooms for disallowed purposes or cause excessive wear and tear. Any usage not covered by the contractual agreement is also forbidden.

3. The usage of additional technical or mechanical equipment as well as the usage of other event materials - irrespective of the approval commitment described above - is the sole responsibility of the event organiser. He/she must safeguard all guests present at the event from danger and must ensure that all fittings and equipment are used correctly.

XVIII. The Event Organiser's Obligations

1. Unless we have explicitly agreed upon differing regulations in writing the event organiser bears sole responsibility for fulfilling any possible third party rights (in particular, copyright) and/or obtaining all the necessary third party declarations (in particular, GEMA [=performing rights society]) and/or any required official permits, permission, concessions or other approval in a timely fashion (but at least ten business days prior to the event) and for presenting these to us without being prompted to do so.

2. Should required third party declarations or official permission or permits in accordance with Item X 1 above be either unavailable, incomplete or not available on time, we are entitled to withdraw or refuse usage of our premises. The event organiser's obligation to submit the agreed remuneration remains unaffected by this.

3. Should required third party declarations or official permission or permits in accordance with Item X 1 above be either unavailable, incomplete or not available on time and should claims be made on us by either third parties or state institutions as a result, the event organiser herewith also releases us from this point in time onwards from any liability resulting from these claims.

4. We may ban the event organiser, his/her guests or other third party delegates, from bringing in any type of decoration or other event material that, in our careful judgement, does not correspond to the legal or official provisions applying to the usage of our premises or which contradicts the terms of the contracts held with our landlords or lessors. The event organiser is not entitled to submit any claims as a result of this ban.

5. The occasional or even partial use of our premises for commercial purposes, including sales promotions, selling or purchasing goods and/or services as well as the mounting of any type of advertising or reference material likewise requires our express written permission.

XIX. The Event Organiser's Liabilities

1. With respect to his/her duty to exercise proper care described above the event organiser is liable for any damage or improper usage of our property or premises, regardless of whether the event organiser him/herself or third parties are responsible for the damage or treatment caused during the event he/she organised.

2. Furthermore, the organiser is liable for any damage caused during the event to the supplied premises, large and small items of inventory, fittings and connections and irrevocably releases us from this point in time onwards from any claims for damages resulting from the event which third parties direct at us.

XX.

The German version of these General Terms and Conditions shall be binding.

General Terms and Conditions of Koelnmesse Group for Services (AGB/AT-Koelnmesse)

Article 1: Area of Application

1. These General Terms and Conditions of Business apply to all services provided by Koelnmesse GmbH (hereinafter referred to as "Koelnmesse"). These include, but are not limited to, stand construction, surveillance of show stands, media services, catering services, stand-cleaning services, and garbage disposal as well as the brokering of contracts with hotel operators and event organizers of all kinds.
2. Signing and returning the order form or placing an order in some other way signifies recognition of the binding effect of these Terms and Conditions of Business. Furthermore, these Terms and Conditions of Business apply to all present and future business relations between Koelnmesse and businesspersons as defined in § 14 German Civil Code (BGB), legal persons under public law and public-law special funds.
3. The Particular Terms and Conditions of Business of Koelnmesse specific to the relevant contract, if available, apply in addition to these General Terms and Conditions of Business.
4. Any general terms and conditions of business of the exhibitor/contractual partner that derogate from or add to these General Terms and Conditions of Business, even if known, become an integral part of the contract only if their application is expressly agreed.

Article 2: Contractual Relations, Service Partners, General Terms and Conditions of Business

1. Unless otherwise agreed or specified, contractual relationships exist exclusively between the exhibitor and Koelnmesse for all services related to the trade fair participation. Orders placed by third parties are considered to have been made on behalf of, and on the authority of, the exhibitor for whom the ordered services are intended. If the exhibitor and the organizer have not yet concluded a contract concerning the trade fair participation, the services are offered on the condition that the exhibitor will be admitted to the trade fair.
2. Koelnmesse is entitled to have service partners perform the ordered services as subcontractors. These service partners act in the name of and on behalf of Koelnmesse. The responsible service partner is shown in the documents contained in the Koelnmesse-Service-Portal or can be inquired of Koelnmesse.
3. If the services ordered are provided by service partners, the terms and conditions of business of the relevant service partner apply secondarily and in addition to these General Terms and Conditions of Business. These general terms and conditions of business can be requested from Koelnmesse (email: kms@koelnmesse.de or call: +49 221 821-3998).
4. In so far as, in derogation of Para. 1, the subject matter of the contract merely involves the brokering of services, the service contract comes into being between the exhibitor and the relevant service provider on the basis of the general terms and conditions of business of the service provider. The service contract itself does not establish any rights or obligations on the part of Koelnmesse vis-à-vis the exhibitor. Unless the type of contract requires otherwise, these General Terms and Conditions of Business govern the broker agreement between Koelnmesse and the exhibitor.
5. These General Terms and Conditions of Business do not affect the validity of the Conditions of Participation of Koelnmesse (General and Particular Sections) as well as the Technical Guidelines. In the event of conflicting terms, the Conditions of Participation and the Technical Guidelines of Koelnmesse take priority.

Article 3: Type and Scope of Service

1. The services will be performed as agreed in the proposal or purchase order. Koelnmesse is not obliged to check the details provided by the exhibitor for completeness and accuracy. Changes or additions to orders are valid only if their type and scope are defined in writing and are confirmed by Koelnmesse.
2. A date will be agreed for provision of the service. If the service is to be provided before the event, it will be provided sufficiently early as to be available by the start of the event.
3. However, Koelnmesse is entitled to refuse to provide the service (or supply electricity, water, compressed air etc.) until the exhibitor has met its financial obligations vis-à-vis Koelnmesse, especially those arising from earlier events.

Article 4: Acceptance and Warranty

1. Before making use of the services, the exhibitor must satisfy itself that they are in proper condition, safe for the public and complete. The services provided are deemed to be in conformity with the order unless the exhibitor raises objections in writing giving the reasons without delay or, however, at the latest when the exhibitor uses the services. The time, place, type and scope of the defect must be described precisely.
2. Otherwise complaints of all kinds, which refer to the performance of the contractually agreed services, must be notified after discovery without delay in writing to Koelnmesse for the purpose of their elimination. Koelnmesse is obliged to eliminate the defect through subsequent improvement; if material goods are supplied, Koelnmesse may at its discretion undertake subsequent improvement in the form of a replacement delivery.
3. If services (particularly those of a technical nature) are to be provided at the exhibitor's stand, the exhibitor must ensure that the stand is staffed. Koelnmesse or the Service Partner commissioned are not obliged to check the authority of the persons encountered at the show stand. If no personnel are present at the stand at the agreed time, the service is deemed to have been provided in conformity with the order on completion of the

service or when the subject matter of the service has been brought to the stand. From this time onwards, the exhibitor is liable for any loss of, or deterioration in, the subject matter of the service.

4. Even in the absence of acceptance, the exhibitor remains obliged to pay for the services unless Koelnmesse is responsible for non-acceptance.

5. In the event that service partners provide the services, Koelnmesse will assign the warranty claims and claims for damages held against the service partner to the exhibitor. Except in the event of intent or gross negligence, no direct or additional claims for damages are available against Koelnmesse.

Article 5: Liability

1. The exhibitor's liability for damage to, or the loss of, the property items provided to it begins at the time of acceptance or handover. Damage or losses must be notified to Koelnmesse without delay. It is recommended that exhibition insurance be arranged. The exhibitor is obliged to treat the items of property provided in a careful and gentle manner.

2. If Koelnmesse uses a service partner to perform its contractual obligations, any limitation or exclusion of liability contained in the general terms and conditions of business of the service partner (Article 2 Para. 3) applies mutatis mutandis in relations between the exhibitor and Koelnmesse. Sentence 1 applies mutatis mutandis to the exclusion periods contained in the general terms and conditions of business of the service partner.

3. Unless the liability of Koelnmesse is already excluded or limited under Para. 1, the following provisions apply.

4. Liability on the part of Koelnmesse is excluded unless Koelnmesse or its agents or employees have acted deliberately or with gross negligence.

5. In derogation of Para. 4, Koelnmesse is liable for all negligence in the event of a breach of essential contractual duties; however, the duty to compensate for damages is limited to the foreseeable damages that are typical of the contract. No claims can be made for lost profits or other consequential loss.

6. The limitations and exclusions of liability in Paras. 3 and 4 do not apply to damages based on harm to life, physical injury or harm to health.

7. The exhibitor is notified of the fact that Koelnmesse and the service partner to provide the service are obliged to notify their insurers in writing of all claims, etc. under the third-party liability insurance without delay, however, within one week at the latest. If they are unable to comply with this requirement due to default on the part of the exhibitor, and if insurance cover is lost as a result, Koelnmesse ceases to be liable to the exhibitor. Without prejudice to any shorter period in the general terms and conditions of business of the service partner, the exhibitor is in default if it fails to report a claim to Koelnmesse and the contract company in writing without delay, i.e. normally within three working days of occurrence of the loss and after the exhibitor or its legal representatives or employees or agents have gained knowledge of the same, and, in the event that Koelnmesse, the service partner or the liability insurer of one of the two aforementioned companies reject the claim, fails to take court action within three months.

8. Unless the general terms and conditions of the service partner contain lower amounts, the liability of Koelnmesse is limited to the following maximum amounts:

- a) EUR 5,000,000.00 for personal injury
- b) EUR 5,000,000.00 for property damage
- c) EUR 100,000.00 for financial loss
- d) EUR 50,000.00 for the loss of contractually protected property

These maximum amounts apply provided that the Particular Terms and Conditions of Business of Koelnmesse specific to the contract do not specify different maximum amounts.

9. The above also applies to a breach of pre-contractual duties or a breach of collateral duties under the contract.

Article 6: Default/Set-off

1. In the event of default in payment, Koelnmesse is entitled to charge default interest at a rate of 8%-age points above the applicable base rate under § 1 Discount-Rate Transitional Act (Diskontsatz-Überleitungs-Gesetz [DÜG]).

2. The exhibitor cannot set-off counter claims unless such claims are undisputed or have final and non-appealable effect.

Article 7: Limitation Period

1. The claims of the exhibitor under the contract and all claims associated with the same become time-barred within one year, unless a shorter statutory period of limitations takes effect or the liability of Koelnmesse is based on malicious conduct.

2. This does not affect the longer statutory limitation periods for tort claims, malicious intent and negligent impossibility.

3. The limitation period begins at the end of the month in which the final date of the event falls.

Article 8: Data Storage and Transmission

Attention is drawn to the fact that the details of the exhibitor, in particular those given on the Koelnmesse order forms, are stored in automated procedures and transmitted to third parties in the course of contractual duties subject to the provisions of the Federal Data Protection Act (Bundesdatenschutzgesetz).

Article 9: Place of Performance, Court of Jurisdiction, Applicable Law

1. Place of performance is Cologne. If the exhibitor is a registered merchant, legal person under public law or public law special fund then, subject to Para. 2, exclusive court of jurisdiction for all claims directly or indirectly arising from the present contractual relations is Cologne. The same applies if the exhibitor has no general court of jurisdiction in Germany.

2. Koelnmesse is entitled, at its discretion, to bring its claims before the court at the place where the exhibitor has its general court of jurisdiction.

3. German law governs all legal relations between the exhibitor and Koelnmesse; the German text of these Terms and Conditions of Business is authoritative.

Article 10: Concluding Provisions

1. Should one of these provisions be legally invalid, this shall not affect the validity of the remaining provisions or of the contract as such. In place of the invalid provision, a provision is deemed to have been agreed which best achieves the economic purpose pursued by the parties. The same applies if there should be an omission in this Agreement.

2. All alterations of the contract between the exhibitor and Koelnmesse must be made in writing. The same applies to alterations of the written form clause itself.

General Terms and Conditions for the ordering of Koelnmesse Group trade fair and event services via the Internet

1. Scope of General Terms and Conditions

The following terms and conditions are applicable to all exhibitors and their service orders made via the Koelnmesse-Service-Portal, on the basis of an online order carried out via the Internet, for trade fairs and events of the Koelnmesse Group - Koelnmesse GmbH and Koelnmesse Ausstellungen GmbH - hereinafter referred to as Koelnmesse, located at Messeplatz in Cologne.

Assertions to another effect on the part of the exhibitor with reference to his own general terms or sales conditions are hereby rejected. Deviation from these general terms and conditions shall be effective only if already expressly confirmed in writing by Koelnmesse.

2. Online User Authorisation

Following exhibition registration, the exhibitor shall receive a password and a user ID as user authorisation for the Koelnmesse-Service-Portal. The password and user ID shall be treated confidentially and protected against unauthorised access by a third party.

The exhibitor shall be responsible for all orders and enquiries which are carried out using the password and/or the user ID of the Koelnmesse Group.

3. Conclusion of Contract

The contract shall come into effect with the order of the exhibitor - offer - and with the acceptance by Koelnmesse.

The offer for a conclusion of contract shall take place upon the completion and sending by the exhibitor of the Internet order form provided by Koelnmesse. The order form shall be sent by clicking on the "Order" button.

The contract shall come into effect when the exhibitor receives an order confirmation from Koelnmesse by email with an order number allocated.

The invoice can be issued with the order confirmation. Otherwise, the invoice will be sent by post.

4. Guarantee/Liability

Koelnmesse accepts no liability for any financial losses which may arise in connection with the use of KSP, unless Koelnmesse has intentionally or due to gross negligence caused any loss or damage.

Insofar as the liability of Koelnmesse is restricted, this shall also apply for the liability of all persons whose actions are attributed to Koelnmesse.

Koelnmesse assumes no liability for the accuracy of the information provided in your Internet entry.

Koelnmesse assumes no liability for the content of other Internet websites which are linked to the Koelnmesse website, unless it is proven that Koelnmesse has knowledge of infringement and it is technically possible and reasonable for Koelnmesse to block the unknown web pages. For damage which results due to the use of unknown web pages and the information contained therein, the provider of these websites alone is liable.

5. Data Protection

Koelnmesse shall ensure that the transfer of exhibitor data is done using secure methods, in order to achieve the highest possible standard of security. The relevant conditions of the Federal Data Protection Act shall be observed.

The required information (name, address, email etc.) shall be compiled by Koelnmesse using automated procedures for use in the justification, arrangement and alteration of the contractual relationship.

Koelnmesse is entitled to forward this information to a designated third party entrusted with carrying out the services, insofar as it is necessary for the fulfilment of the contract obligations.

6. Final Provisions

Should parts of these General Terms and Conditions prove ineffective, the effectiveness of the contract or the remaining terms and conditions shall not be affected as a result. Ineffective provisions shall be replaced with provisions that come closest to the intended aim of the parties concerned.

Legislation of the Federal Republic of Germany shall apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The sole place of execution for delivery, service and payment shall be Cologne.

If both contract partners are traders, the exclusive court of jurisdiction for all disputes arising from the contractual relationship directly or indirectly shall be Cologne.

In the case of transnational contracts, Cologne, Germany is agreed as the exclusive court of jurisdiction for all disputes arising from the contractual relationship. (Article 17 of the European Convention on Jurisdiction and Enforcement of Judgements in Civil and Commercial Matters from 27 September 1968, EuGVU). Koelnmesse is

entitled to raise grievances in any other court which is applicable on the basis of the EuGVU dated 27 September 1968.

Koelnmesse GmbH, Messeplatz 1, 50679 Cologne
Executive Board: Gerald Böse (Chief Executive Officer),
Katharina C. Hamma, Herbert Marner
Chairwoman of the Supervisory Board:
Lady Mayor of Cologne, Henriette Reker
Seat of Company/Court of Jurisdiction: Cologne
Commercial Registry at the Cologne District Court, HRB 952

Koelnmesse Ausstellungen GmbH, Messeplatz 1, 50679 Cologne
Executive Board: Sandra Orth
Seat of Company/Court of Jurisdiction: Cologne
Commercial Registry at the Cologne District Court; HRB 33266
Chairwoman of the Supervisory Board: Dr. Barbara Lübbecke,
Member of the Cologne Town Council