



# General Terms of Business and Conditions of Hire of MB Capital Services GmbH

As of: January 1, 2010

## 1. Contract

- (1) The following General Terms of Business and Conditions of Hire of MB Capital Service GmbH (in the following: lessor) apply to all hire contracts for movable items and construction. Any conflicting conditions of the lessee are hereby repudiated. Any divergence from these terms and conditions, or ancillary agreements, are only valid if confirmed in writing by the lessor.
- (2) All orders for hire equipment must be in writing. The lessor will confirm all orders prior to the event, provided that such orders have been submitted before the prescribed deadline for applications as stated in the order forms contained in the Exhibitors's Service Folder. If exhibitors do not receive written confirmation of their orders, provided that such orders have been submitted on time, they should notify the lessor immediately.
- (3) The lessor reserves the right to execute services ordered or deliver items for hire only upon receipt of payment.

## 2. Details about the loan of items

- (1) The lessee is aware that the items available for hire are usually used several times at exhibitions and may not always be new.
- (2) The items for hire will only be made available for the agreed purpose and for the duration of the event. They are for the use of the lessee only at the agreed place of hire.
- (3) No hired item may be transferred to third parties. Plans, designs, drawing, production and assembly documents and all rights thereto remain the property of the lessor, even when given to the lessee.
- (4) The lessee should ascertain whether the hired items are in a suitable condition, safe to use and complete when they are handed over.
- (5) By his acceptance of the items entrusted to his care the lessee acknowledges that they do not contain any defects, unless he immediately notifies the lessor of such defects in writing.
- (6) Deliveries within the stipulated period of all items ordered from the lessor will be made promptly, to ensure that the hired items are available at the start of the event.
- (7) In the absence of any stand personnel when the hired items are delivered, they will be considered to have been correctly delivered when left on the stand.
- (8) The lessor is not obliged to check the credentials of the personnel on the stand when delivering the hired items.
- (9) No delivery times or special requirements will be considered effective unless confirmed in writing by the lessor.

## 3. Warranty

- (1) If the lessee makes use of his right to notify the lessor of any defects, the lessor's warranty is limited solely to making the necessary improvements, provided that the defective items is one that has already been used. The lessor may supply a replacement if he thinks fit.

## 4. Hire charges

- (1) The charges as listed are net, subject to statutory value added tax plus an insurance premium of 5 % of the hire charge for items hired 4 % of the hire charge for the complete stand incl. equipment. The charges are valid for the duration of the event.
- (2) The cost of delivery to and removal from the exhibition grounds, and for any assembly or dismantling that may be required, are included in the hire charge.

## 5. Orders placed after the application deadline

- (1) If the lessee places an order after the expiry of the deadline for applications, of which he has been notified (generally 4 resp. 2 weeks prior to the start of the event), the lessor cannot guarantee prompt or complete deliveries. Above in such cases no guarantees can be provided that the items can be supplied as ordered.
- (2) If delivery within the stipulated deadline is possible, the additional costs incurred by the delayed order will be charged to the lessee in the form of a 20 % surcharge on the original hire charge.

## 6. Deviations from the details in catalogue

- (1) All the dimensions stated in the catalogue are approximate. The lessor reserves the right to make reasonable alterations to dimensions, shape and colour of the items ordered for hire. The items supplied must be equal or superior to those ordered.

## 7. Terms of payment

- (1) Upon submission of the invoice the sum due, including statutory value-added tax if not otherwise stated in the invoice, is payable no later than the start of the event. Payment should be made to one of the accounts of the lessor without deduction.
- (2) If the lessor has no record that the payment has been received by a date four weeks prior to the start of the event at the latest, it is entitled to withdraw from the agreement.
- (3) Order received by the lessor two weeks prior to the start of the event, or later, will only be accepted if accompanied by payment in advance (a cheque should be enclosed with the order).

## 8. Failure to make use of previously ordered hire items

- (1) If the lessee will not make use of previously ordered hired items and give notice in writing no later than 4 weeks prior to the event, the lessor charges 5 % of rental charge. If notice is given no later than 7 days prior to the event, 10 % of hire charge will be charged.
- (2) For orders worth more than 10,000.00 EUR or involving a stand construction area in excess of 100 m<sup>2</sup>, if notice of withdrawal is given in writing no later than 10 weeks prior to the start of the event, a sum equivalent to 10 % of the rental charge/value of the order will be charged. This sum will increase to the equivalent to 20 % of the rental charge/value of the order if the written notification is received within 6 weeks of the start of the event.
- (3) If non-defective hire items cannot be handed over to the lessee on the agreed delivery date or if he does not take delivery of the items as agreed, the lessee shall be liable for payment of the full hire charge. If delivery date is not been expressly agreed, stand construction will be handed over to the lessee or his representative at the stand no earlier than 5 days but no later than 3 days, other hire items usually 2 days prior to the event. If another lessee can be found for the hire items that have not been delivered, the original lessee shall only be required to pay 25 % of the invoice sum to meet additional expenses.
- (4) In cases as mentioned in 8.1 and 8.2, the onus shall be on the lessee to prove that the lessor has not incurred the flat rate charges as invoiced. The lessor is entitled to assert the actual damage incurred.

## 9. The liability of the lessee

- (1) The liability of the lessee for any damage to or loss of the items hired to him commences with the hand over and ceases with collection by the lessor after the end of the event at the latest.
- (2) Liability also applies to the lessee's employees and to third persons, but only in cases of negligence on the part of the lessor or its employees. The lessor only bear liability in cases deliberate and malicious damage.
- (3) The lessee is obliged to handle the hired items with care. Nothing may be stuck, nailed or painted onto these items, nor may they be damaged in any other way.
- (4) Without prior approval of the lessor the lessee is not permitted to alter the items in his care. Any particular distinguishing marks that may exist may not be removed. Damages should be reported to the lessor immediately.
- (5) The hired items must be made ready and available for collection immediately following the end of the event.
- (6) Should the lessee delay in returning the hired items, The lessor is entitled to prepare such items for removal at the lessee's expense, subject to the lessee's approval.
- (7) The lessee will be informed immediately if the lessor finds any defects on the hired items being returned. Such statements will be considered acknowledged if the lessee does not contest them in writing within one week.

## 10. The liability of the lessor

- (1) The lessor accepts no liability for any kind of personal injury or damage to property, unless such injury or damage is due to deliberate and malicious damage on the part of the lessor or his employees.
- (2) If the lessor is delayed in providing its service it will not be held liable for slight negligence. This also applies in cases where it proves impossible to provide the required services.

## 11. Insurance

- (1) The objects and equipment offered for hire must be insured. The insurance premium for the hired items and equipment shall amount to 5 % of the hire charge. This insurance shall cover replacement in the event of loss. The lessee is not entitled to a replacement. A replacement during the event shall only be provided if ordered and paid for by the lessee.
- (2) The premium for insuring the hired modular stand, incl. stand equipment and hired items, shall amount to 4 % of the hire charge. If no insurance cover is taken out for the hired modular stand, the lessee shall be liable for damage to or loss of the hired items.
- (3) The following shall be excluded from the insurance: artwork, water and electricity connections, an on-site services.

## 12. Federal Data Protection Law (BDSG)

- (1) In accordance with §§ 28 and 29 BDSG, personal data concerning our business associates will be stored and processed for the purposes of the contractual agreement.

## 13. Final provision

- (1) The validity of the „General Terms of Business and Conditions of Hire“ is not affected by the invalidity of any individual regulations or clauses.
- (2) Only the German Version is legally binding.
- (3) Provided no agreement has been made to the contrary the regulations contained in the Civil Code of the Federal Republic of Germany apply.
- (4) The legal venue and place of jurisdiction is Berlin-Charlottenburg.