

## **General Terms and Conditions**

### **of the company**

#### **Prima Design GmbH**

Prima Design GmbH operates in the "trade fair construction" sector. The company's services include, among others, concepts, design ideas, planning, setup and dismantling work and rental options.

#### **1. Validity**

- a) Prima Design GmbH shall only conclude a contract subject to the validity of its following general terms and conditions.
- b) The general terms and conditions of Prima Design GmbH's contract partner shall not be part of the contract content, even if Prima Design GmbH does not expressly object upon initiation or conclusion of the contract.

#### **2. Rental**

- a) Prima Design GmbH shall provide all items/structural components to the contract partner on a rental basis. There is therefore no transfer of ownership.  
The contract partner shall be not entitled to further sale nor adjustment or processing of handed-over items/structural components. A transfer of items/structural components provided on a rental basis from the rental location/trade fair stand to another location shall not be permitted either.
- b) If the trade fair or exhibition stand or items provided on a rental basis are stolen, seized, confiscated or damaged completely or in part during the rental period, the contract partner must inform Prima Design GmbH of this immediately. In the event of theft, misappropriation or damage, the principal shall be liable to the contractor for the cost of replacement and for loss of rent for the item.
- c) The rented items shall only be provided to the contract partner at the agreed location for the agreed purpose and the agreed period.
- d) Prima Design GmbH reserves the right to deliver an equivalent replacement for out-of-stock items.
- e) The contract partner is aware that rented items can be used multiple times for exhibition purposes and are not always in an as-new condition.
- f) The renting party must check the proper condition and completeness of the rented item upon handover.
- g) Prima Design GmbH shall not be liable for items that the contract partner brings himself to the trade fair stand or uses at the trade fair stand. Loss or damage of such items shall not be covered by any form of Prima Design GmbH insurance. If damages or injuries are caused by items brought in by the contract partner, the contract partner shall be directly liable for these and shall release Prima Design GmbH from all claims of any kind.

#### **3. Handover/acceptance of the trade fair stand**

- a) The trade fair stand shall be handed over/accepted as agreed by the parties on the agreed day between 9 am and 4 pm.
- b) The contract partner himself must check the proper condition and completeness of the rented item upon handover. An acceptance/handover log shall be created for this, which must be signed by both parties.
- c) If the trade fair stand is not staffed at the agreed time for the acceptance/handover by the contract partner with an authorized person, the rental item shall apply as handed over according to the terms of the contract with the delivery and setup of the rented items at the trade fair stand.
- d) Defects claimed by the contract partner shall be remediated immediately. If these do not significantly impair the function of the subject matter of the contract, they shall not entitle rejection of the acceptance/handover.
- e) If the contract partner has used the service or a part of the service without preceding formal acceptance/handover, the acceptance/handover shall apply as complete with this use.

#### **4. Invoice items to be remunerated separately**

Where not expressly stated in the offer, the offer prices shall not include the expenses and costs for supplies and services, which must be used exclusively by the trade fair companies or by these authorized third parties, such as electricity, water or waste disposal, for example.  
Such expenses must be paid for separately by the contract partner.

## **5. Copyrights, property rights and rights of use**

Plans, designs, drawings, production and assembly/installation documents shall remain with all rights the intellectual and material property of Prima Design GmbH. The contract partner shall be obliged to desist from any other form of use, in particular reproduction and distribution or handing on to third parties or direct or indirect replication. A contractual penalty of 100% of the agreed contractual fee shall be agreed for every instance of infringement.

## **6. Domiciliary right**

The contract partner shall transfer the domiciliary right to the stand area to Prima Design GmbH for the times for

- stand setup until handover of the trade fair stand  
and
- stand dismantling after the end of the trade fair.

## **7. Termination, withdrawal**

a) Should the contract be terminated for a reason attributable to the contract partner or should there be a withdrawal from the contract due to culpable behaviour by the contract partner, Prima Design GmbH shall reserve the right to claim full payment for the services provided to it, minus, however, the expenses it will have saved on as a result of the termination of the contract.

b) Should the contract be terminated for a reason that is attributable to neither Prima Design GmbH nor its contract partner, or should there be a withdrawal from the contract for such reasons, Prima Design GmbH shall be entitled to payment of the work performed until the termination/the withdrawal from the contract, including expenses caused for Prima Design GmbH on the basis of this contractual relationship.

## **8. Force majeure**

If an instance of force majeure results in an interruption in the performance of the contract, the parties shall be released from their obligations stipulated by this contract for the duration of the interruption. If performance of the service is obstructed entirely for lengthier periods with an instance of force majeure, the parties shall be entitled to terminate or withdraw from the contract. In such cases, Prima Design GmbH shall be entitled to claim payment of the services provided until that point, whereby the provided services shall also include the claims of third parties that Prima Design GmbH had commissioned in the confidence that the contract would be concluded. Claims for damages shall be excluded. The following shall in particular apply as force majeure: War, orders proclaimed by a supreme authority, sabotage, strikes and lockouts, natural disasters, geological changes and effects.

## **9. Prima Design GmbH liability**

Prima Design GmbH does not accept any responsibility for normal wear marks or for accidents or material damage etc. arising from improper use of the rented items by the contract partner or third parties.

Claims for replacement with damages of any kind, including damages that do not occur on the delivered item itself, due to delay or breach of duty, for example, shall be excluded, provided the damage was not caused by intentional or grossly negligent actions and provided performance of the contract is not prevented or jeopardized by the exclusion of compensation claims. The limitation of liability shall also apply to the same extent to the contractor's vicarious agents and assistants. Damage compensation claims arising from injury to life, limb or health and claims according to product liability law shall remain unaffected herefrom.

If the principal has supplied incorrect or incomplete details with regard to their personal information or creditworthiness or has ceased their payments or insolvency proceedings have been initiated against him or such a proceeding has been applied for, the contractor shall not be obliged to provide the service. In such cases, the contractor may demand in advance or other suitable securities to safeguard their fee entitlements. If the principal does not comply with this request, the contractor may terminate the contract for good reason according to item 7 of these terms and conditions or withdraw from the contract and demand compensation for damages. The regulation under item 7 b) of these terms and conditions shall apply with regard to the amount.

## **10. Consent to advertise**

Prima Design GmbH shall be entitled to use photos and planning documents of its services that it provided for the contract partner for its company advertising in every possible form.

## **11. Place of jurisdiction**

If the contract partner is a businessperson, a legal entity under public law or a representative of special public assets, Cologne (North Rhine-Westphalia, Germany) shall be agreed as the exclusive place of jurisdiction for all claims that arise from or because of this contract. The same shall apply for all persons that do not have a general place of jurisdiction in Germany or for persons that have moved their place of residence or habitual residence outside of Germany after

conclusion of the contract or whose place of residence or habitual residence is not known at the time the legal action is brought.

#### **12. Applicable law**

German law shall be exclusively applied to the entire contractual relationship between Prima Design GmbH and its commercial contract partners.

#### **13. Other provisions**

No verbal or written side agreements have been made. Changes or additions to this contract shall only be effective when made in writing. This shall also apply to changes to the written form clause.