

GENERAL TRADE, DELIVERY AND BUSINESS CONDITIONS OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION

GENERAL

THE CURRENT VERSION OF THE GENERAL TRADE CONDITIONS SHALL BE EXCLUSIVELY APPLICABLE TO ALL BUSINESS RELATIONS OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION WITH CUSTOMERS AND SUPPLIERS. CONFLICTING CLAUSES IN THE GENERAL TRADE CONDITIONS OF OTHER COMPANIES ARE NOT ACCEPTED, UNLESS THIS HAS BEEN EXPLICITLY AGREED TO IN WRITING. A VERBAL AGREEMENT CANNOT REPLACE THE REQUIREMENT OF CONFIRMING THE AGREEMENT IN WRITTEN FORM.

OFFERS AND PRICES

VERBAL OFFERS OR OFFERS MADE VIA PHONE OR FAX ARE NON-BINDING AND ONLY BECOME BINDING, WHEN A WRITTEN CONFIRMATION HAS BEEN MADE.

ALL PRICES OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION ARE EX WORK AND WITHOUT VAT. THE PRICES DO NOT INCLUDE COSTS FOR PACKING, SHIPPING, FEES, POSTAGE, INSURANCE AND OTHER TRANSPORT COSTS. THE PRICES GIVEN IN AN OFFER OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION FOR OUR OWN SERVICES REMAIN VALID ONLY UPON THE CONDITION THAT THE CUSTOMER DATA UPON WHICH THE OFFER IS BASED REMAINS UNCHANGED. AN OFFER AND THE PRICES THEREIN SHALL REMAIN VALID FOR A MAXIMUM PERIOD OF FOUR MONTHS AFTER THE CUSTOMER HAS RECEIVED THE OFFER. FOR MERCHANTS, THE VALIDITY PERIOD IS SIX WEEKS AFTER RECEIVING THE OFFER. THE CUSTOMER SHALL BE BILLED SEPARATELY FOR CHANGES MADE AFTER-THE-FACT UPON THE CUSTOMER'S REQUEST, INCLUDING THE COSTS INCURRED BY MACHINERY DOWNTIME. SKETCHES, DESIGNS, LAYOUTS, CAD-DRAWINGS, TEST TYPESETS AND TEST PRINTINGS, SAMPLES, PROOF SHEETS AND OTHER ADDITIONAL PREPARATORY WORK CARRIED OUT UPON THE CUSTOMER'S REQUEST SHALL BE BILLED SEPARATELY.

PAYMENT

PAYMENT IS TO BE MADE IMMEDIATELY AFTER OUR SERVICES HAVE BEEN COMPLETED WITHOUT ANY DEDUCTIONS. FOR COMPLEX ORDERS, WHICH REQUIRE EXTENSIVE PREPARATORY WORK ON THE PART OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION, WE MAY REQUEST A SUFFICIENT DOWNPAYMENT OF UP TO 50% OF THE ORDER SUM. THE CUSTOMER CAN ONLY SET THIS OFF AGAINST UNDISPUTED OR LEGALLY CONFIRMED OUTSTANDING DEMANDS. SHOULD THE FULFILMENT OF OUTSTANDING PAYMENTS BE ENDANGERED DUE TO CAPITAL CRISIS ON THE PART OF THE CUSTOMER, WHICH OCCURRED OR BECAME KNOWN AFTER THE CONTRACT WAS SIGNED, KONSTRAKT EXHIBITION DESIGN | COMMUNICATION RESERVES THE RIGHT TO RETAIN GOODS NOT YET DELIVERED, REQUEST DOWNPAYMENTS OR EXIT FROM THE CONTRACT. THIS ALSO APPLIES IF THE CUSTOMER HAS FALLEN BEHIND WITH PAYMENTS RESULTING FROM THE SAME LEGAL RELATIONSHIP. A MATURITY INTEREST RATE OF 12% P.A. ABOVE THE RESPECTIVE BASE RATE OF THE GERMAN FEDERAL RESERVE OR THE RESPECTIVE INTEREST RATE OF ANY AUTHORITY SUPERSEDING IT SHALL BE CALCULATED FROM THE DATE OF DELIVERY OR SERVICE ON. THIS MATURITY INTEREST RATE IS TO BE CALCULATED HIGHER OR LOWER, IF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION CAN PROVE AN ENCUMBRANCE WITH A HIGHER INTEREST RATE OR IF THE CUSTOMER CAN PROVE AN ENCUMBRANCE WITH A LOWER INTEREST RATE. IN CASE THE CUSTOMER CANCELS THE CONTRACT PREMATURELY, KONSTRAKT EXHIBITION DESIGN | COMMUNICATION MAY CLAIM THE CONTRACTUALLY AGREED UPON COMPENSATION ACCORDING TO § 649 BGB, SUBTRACTING THE CONTRACTUAL COSTS SAVED DUE TO THE PREMATURE CANCELLATION OF THE CONTRACT. THE CUSTOMER RETAINS THE RIGHT TO PROVE SAVED COSTS HIGHER THAN THOSE CALCULATED BY KONSTRAKT EXHIBITION DESIGN | COMMUNICATION.

DELIVERY

IF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION HAS COMMITTED THEMSELVES TO DELIVER A PRODUCT, THIS DELIVERY SHALL BE CARRIED OUT WITH SUFFICIENT AND ACCEPTABLE CARE. IN CASE OF DAMAGES, HOWEVER, KONSTRAKT EXHIBITION DESIGN | COMMUNICATION SHALL ONLY BE LIABLE IN CASE OF GROSS NEGLIGENCE OR MALICIOUS INTENT. OTHERWISE, THE RISK IS TRANSFERRED TO THE CUSTOMER WITH HAND-OVER OF THE CARGO TO THE TRANSPORT COMPANY. SHOULD THE KONSTRAKT EXHIBITION DESIGN | COMMUNICATION EXPERIENCE DELAYS WITH REGARDS TO PRODUCTION AND DELIVERY, THE CUSTOMER MUST GRANT AN ADDITIONAL RESPITE. SHOULD THIS RESPITE PERIOD PASS FRUITLESSLY, THE CUSTOMER MAY CANCEL THE CONTRACT.

RESERVATION WITH REGARDS TO PROPERTY

UNTIL GOOD AND SERVICES HAVE BEEN FULLY PAID, ALL DELIVERED GOODS, INCLUDING TEXT SUGGESTIONS, DESIGNS, LAYOUTS, ETC... SHALL REMAIN PROPERTY OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION.

THE FOLLOWING ONLY APPLIES TO COMPANIES THAT ARE SUBJECT TO § 24 AGBG:

UNTIL ALL OUTSTANDING DEMANDS UP TO THE DATE OF THE INVOICE HAVE BEEN FULLY PAID BY THE CUSTOMER, ALL DELIVERED GOODS SHALL REMAIN PROPERTY OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION. THE CUSTOMER IS ONLY ALLOWED TO RESALE THE DELIVERED GOODS IN THE PROPER COURSE OF BUSINESS. HEREBY, THE CUSTOMER SHALL CONCEDE THE DEMANDS RESULTING FROM THE RESALE TO KONSTRAKT EXHIBITION DESIGN | COMMUNICATION. KONSTRAKT EXHIBITION DESIGN | COMMUNICATION SHALL ACCEPT THIS CONCESSION. A FURTHER CONCESSION OF THESE FINANCIAL DEMANDS TO THIRD PARTIES IS NOT ALLOWED, PARTICULARLY IN THE CONTEXT OF A GLOBAL CONCESSION TO A FINANCING INSTITUTION. FURTHER PROCESSING AND TRANSMUTATION OF DELIVERED GOODS BY THE CUSTOMER SHALL ALWAYS BE CARRIED OUT ON BEHALF OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION. KONSTRAKT EXHIBITION DESIGN | COMMUNICATION IS ALWAYS TO BE SEEN AS THE ORDERING PARTY ACCORDING TO § 950 BGB. SHOULD DELIVERED GOODS BE COMBINED DURING PROCESSING WITH OTHER GOODS THAT ARE NOT PROPERTY OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION, KONSTRAKT EXHIBITION DESIGN | COMMUNICATION WILL ACQUIRE JOINT OWNERSHIP IN THE NEWLY PROCESSED PRODUCT IN RELATION OF THE VALUE OF THE DELIVERED GOODS TO THE OTHER PROCESSED GOODS DURING THE PROCESSING. THE CUSTOMER MAY NEITHER PAWN, PLEDGE NOR MORTGAGE THE DELIVERED GOODS. SHOULD THE DELIVERED GOODS BE SEIZED, CONFISCATED OR OTHERWISE CLAIMED BY THIRD PARTIES, THE CUSTOMER HAS TO INFORM KONSTRAKT EXHIBITION DESIGN | COMMUNICATION IMMEDIATELY ABOUT THIS AND HAS TO PROVIDE KONSTRAKT EXHIBITION DESIGN | COMMUNICATION WITH ALL DOCUMENTS AND INFORMATION THAT IS NECESSARY FOR KONSTRAKT EXHIBITION DESIGN | COMMUNICATION TO PROTECT THEIR RIGHTS TO THOSE GOODS. BAILIFFS OR OTHER AUTHORITIES CONFISCATING OR SEIZING GOODS DELIVERED BY KONSTRAKT EXHIBITION DESIGN | COMMUNICATION, THESE AUTHORITIES HAVE TO BE INFORMED THAT THE GOODS ABOUT TO BE SEIZED ARE PROPERTY OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION.

COMPLAINTS / WARRANTY

IMMEDIATELY AFTER RECEIVING THE GOODS, THE CUSTOMER HAS TO CHECK THE DELIVERED GOODS AS WELL AS PRE- AND INTERMEDIATE PRODUCTS SUBMITTED FOR REVIEW AND CORRECTION WHETHER THEY COMPLY WITH THE CONTRACT. WITH THE DECLARATION OF PRINT/PRODUCTION READINESS, THE RISK OF POSSIBLE ERRORS PASSES TO THE CUSTOMER. WITH COLOURED REPRODUCTIONS, REGARDLESS OF THE PRODUCTION TECHNIQUE, MINOR DEVIATIONS FROM THE ORIGINAL DO NOT POSE GROUND FOR COMPLAINTS. THE SAME POLICY APPLIES TO MINOR DEVIATIONS BETWEEN TEST AND SERIAL PRINTS. ANY COMPLAINTS MUST BE MADE WITHIN ONE WEEK AFTER RECEIVING THE GOODS. HIDDEN FAULTS, WHICH ARE NOT IMMEDIATELY OBVIOUS DURING THE FIRST INSPECTION AFTER RECEIVING THE GOODS, MUST BE REPORTED WITHIN THE LEGALLY PRESCRIBED WARRANTY PERIOD. WITH VALID WARRANTY CLAIMS, KONSTRAKT EXHIBITION DESIGN | COMMUNICATION IS LIABLE TO

EITHER REMOVE THE FAULT AND/OR REPLACE THE GOODS (ACCORDING TO PREFERENCE) UP TO THE TOTAL VALUE OF THE ORDER, EXCLUDING OTHER CLAIMS, UNLESS THE GOODS ARE LACKING A PROMISED TRAIT OR KONSTRAKT EXHIBITION DESIGN | COMMUNICATION OR ONE OF THEIR SUBCONTRACTORS CAN BE PROVEN TO HAVE ACTED WITH GROSS NEGLIGENCE OR MALICIOUS INTENT. THE SAME CONDITIONS APPLY IN CASE OF A VALID COMPLAINTS ABOUT A REPAIR JOB OR REPLACEMENT DELIVERY. IN CASE THE REMOVAL OF AN ERROR OR REPLACEMENT OF THE DAMAGED GOODS IS DELAYED, NEGLECTED OR OTHERWISE FAILS, THE CUSTOMER MAY DEMAND A REDUCTION OF THE PRICE OR A CANCELLATION OF THE CONTRACT. HOWEVER, ACCEPTANCE OF THE DELIVERED GOODS CANNOT BE REFUSED DUE TO MINOR FAULTS OR FAULTS IN PARTIAL SERVICES OR COMPONENTS. ANY DELIVERIES ARE CONSIDERED ACCEPTED, IF THE ACCEPTANCE IS NOT REFUSED WITHIN TWO WEEKS AFTER DELIVERY.

LIABILITY

ON PRINCIPLE, KONSTRAKT EXHIBITION DESIGN | COMMUNICATION IS ONLY LIABLE FOR ANY DAMAGES INCURRED DUE TO GROSS NEGLIGENCE OR MALICIOUS INTENT EITHER BY KONSTRAKT EXHIBITION DESIGN | COMMUNICATION OR ONE OF THEIR SUBCONTRACTORS. THIS DOES NOT APPLY TO CULPABLE VIOLATIONS AGAINST IMPORTANT CONTRACT CLAUSES, AS FAR AS ACHIEVING THE PURPOSE OF THE CONTRACT ITSELF IS ENDANGERED. OTHERWISE, THE FOLLOWING CONDITIONS APPLY FOR IN CASES OF LIABILITY OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION DUE TO NEGLIGENCE: DAMAGE CLAIMS DUE TO CONSEQUENTIAL DAMAGES RESULTING FROM FAULTS DUE TO POSITIVE CONTRACT VIOLATIONS, CULPABILITY UPON CONTRACT SIGNING AND IMPERMISSIBLE ACTIONS ARE EXCLUDED. IF THE SUBJECT OF THE CONTRACT IS EITHER REFINEMENT OR UPGRADING WORKS OR THE FURTHER PROCESSING OF PRINT PRODUCTS, KONSTRAKT EXHIBITION DESIGN | COMMUNICATION SHALL NOT BE LIABLE FOR ANY DAMAGES TO PRODUCT TO BE REFINED, UPGRADED OR PROCESSED. ANY DAMAGE CLAIMS DUE TO IMPOSSIBILITY OR DELAYS ARE LIMITED TO THE TOTAL VALUE OF THE ORDER (PERSONAL CONTRIBUTION EXCLUDING ADVANCE PAYMENTS AND MATERIALS). TOWARDS COMPANIES AND CORPORATIONS, KONSTRAKT EXHIBITION DESIGN | COMMUNICATION SHALL ONLY BE LIABLE FOR DAMAGES INCURRED DUE TO GROSS NEGLIGENCE OR MALICIOUS INTENT.

STORAGE

KONSTRAKT EXHIBITION DESIGN | COMMUNICATION WILL ONLY STORE DRAFTS AND TEMPLATES, PRINT MEDIA, RAW MATERIALS AND OTHER MATERIALS TO BE REUSED UPON AGREEMENT AND AGAINST ADDITIONAL PAYMENT. THE CUSTOMER IS RESPONSIBLE FOR INSURING MATERIALS STORED BY KONSTRAKT EXHIBITION DESIGN | COMMUNICATION.

DATA SERVICE

ALL DATA CARRIERS (AND PROGRAMS) SUBMITTED TO KONSTRAKT EXHIBITION DESIGN | COMMUNICATION MUST BE FREE OF ERRORS AND COMPATIBLE WITH THE SOFT- AND HARDWARE EMPLOYED BY KONSTRAKT EXHIBITION DESIGN | COMMUNICATION. KONSTRAKT EXHIBITION DESIGN | COMMUNICATION IS NOT LIABLE TO CHECK THESE DATA CARRIERS AND PROGRAMS FOR ERRORS, UNLESS THE ERRORS ARE OBVIOUS.

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THE CUSTOMER HAS THE SOLE LIABILITY, SHOULD CARRYING OUT THE CUSTOMER'S ORDER ACCIDENTALLY VIOLATE THE RIGHTS OF THIRD PARTIES, PARTICULARLY NAME, TRADEMARK AND COPYRIGHTS OF THIRD PARTIES. THE CUSTOMER SHALL RELEASE KONSTRAKT EXHIBITION DESIGN | COMMUNICATION FROM ALL LIABILITIES TOWARDS THIRD PARTIES DUE TO A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS. MOREOVER, THE CUSTOMER HAS THE DUTY TO OBTAIN PERMISSION FOR THE USE OF COPYRIGHTED AND TRADEMARKED MATERIAL FROM THE RESPECTIVE RIGHTS HOLDERS.

TRANSFER OF COPYRIGHT AND OTHER INTELLECTUAL PROPERTY USAGE RIGHTS MUST BE CARRIED OUT IN WRITTEN FORM. NOR CAN ANY ORAL AGREEMENT SUPERCEDE THE REQUIREMENT FOR A WRITTEN PERMISSION.

ALL COPYRIGHTS AND INTELLECTUAL PROPERTY RIGHTS THAT WERE NOT EXPLICITLY TRANSFERRED TO THE CUSTOMER IN WRITTEN FORM SHALL REMAIN WITH KONSTRAKT EXHIBITION DESIGN | COMMUNICATION. ALL MEDIA EMPLOYED BY KONSTRAKT EXHIBITION DESIGN | COMMUNICATION IN ORDER TO FULFIL THE CONTRACT, PARTICULARLY FILMS AND VIDEOS, PRINTS AND DATA CARRIERS, SHALL REMAIN PROPERTY OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION. KONSTRAKT EXHIBITION DESIGN | COMMUNICATION SHALL RETAIN ANY EXISTING EXCLUSIVE AS WELL AS GENERAL RIGHTS OF USE TO SUCH MATERIALS AND MEDIA. THE CUSTOMER MAY ONLY EMPLOY SERVICES AND PRODUCTS MADE BY KONSTRAKT EXHIBITION DESIGN | COMMUNICATION FOR THE PURPOSE FOR WHICH THEY WERE ORDERED. AS AUTHOR AND RIGHTS HOLDER, KONSTRAKT EXHIBITION DESIGN | COMMUNICATION HAS THE RIGHT TO MENTION THEIR COMPANY IN A SUITABLE WAY ON ANY PRODUCTS RESULTING FROM A CONTRACT.

FINAL CLAUSES

PLACE OF JURISDICTION FOR ALL CONTRACTUAL AND LEGAL ALTERCATIONS WITH OTHER MERCHANTS SHALL BE THE HOME OF KONSTRAKT EXHIBITION DESIGN | COMMUNICATION IN BREMEN. ONLY GERMAN LAW SHALL APPLY FOR ANY SUCH CONFLICTS. UN/EU TRADE LAWS AND REGULATIONS ARE EXPLICITLY EXCLUDED. SHOULD ANY CLAUSE IN THESE GENERAL TRADE CONDITIONS BE OR BECOME VOID, THE VALIDITY OF ALL OTHER CLAUSES REMAINS UNAFFECTED.

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