



VISUAL SPACE

## General Terms and Conditions of Business of Visual Space GmbH

### I. General Clauses

#### 1. Scope

- 1.1 In all contractual relationships in which Visual Space GmbH, Schubertstraße 7, 80336 Munich (hereafter referred to as "VS") provides services for other companies or entrepreneurs, entities governed by public law or special funds governed by public law (hereinafter referred to as the "customer"), the General Terms and Conditions of Business (AGB) of VS shall solely apply. Unless agreed otherwise, the General Terms and Conditions of Business shall apply in the version valid at the time of the customer order or last notified to the customer in any case as a framework agreement also for future contracts, without VS needing to refer to them again in each individual case.
- 1.2 The General Terms and Conditions of Business shall solely apply. Contradictory and supplementary conditions of the customer shall not be integrated into the contract – except in the case of the written consent of VS, even if VS should execute a contract or perform a service, without explicitly contradicting such conditions.
- 1.3 Individual agreements made on a case-by-case basis with the customer take precedence over these General Terms and Conditions in any case. A written contract or the written confirmation of VS is decisive for the content of such agreements, subject to evidence to the contrary.
- 1.4 References to the applicability of legal regulations only have clarificatory significance. Even without such clarification, the legal stipulations shall therefore apply, insofar as they are not directly amended or precluded in these General Terms and Conditions of Business.

#### 2. Contract signature

- 2.1 Quotations from VS are non-binding and subject to alteration, insofar as they have not been explicitly described as a binding quotation.  
This also applies if VS hands over to the customer catalogues, technical documentation (e.g. drawings, plans, calculations, costings), other product descriptions or documentation – even in electronic form, to which VS retains all property, copyright and usage rights.
- 2.2 The customer's order is considered a binding contractual offer. VS can accept the customer's orders within two weeks. In the case of doubt, the content of the quotation or the order confirmation of VS is crucial for contractual content, insofar as the customer places an order or has not objected to the content of the order confirmation without delay following receipt.
- 2.3 If the contractually agreed service of VS cannot be provided by VS for a reason for which it is not liable, because a supplier or service provider does not perform its service in respect of VS for example, VS shall notify the customer without delay and propose a comparable substitute service to him, for example. If no comparable service is possible, or the customer does not desire a different service, VS can withdraw from the contract and shall reimburse services in return already provided to the customer without delay.

#### 3. Form requirements

- 3.1 Contractual guarantees and commitments, in particular when they exceed the scope of these business conditions, require the explicit and written confirmation of VS.
- 3.2 Amendments and supplements to the contracts between VS and the customer require the written form in order to be effective. The requirement for the written form determined here and elsewhere in these General Terms and Conditions of Business can also be complied with by email, fax or correspondence. However, Section 127 Para. 2 and 3 of the German Civil Code (BGB) shall incidentally not apply.
- 3.3 Legally relevant notices and clarifications of the customer in relation to the contract (e.g. notices of defects, setting of deadlines, withdrawals) must be submitted in text form. Legal form regulations and other proofs, in particular in the case of doubt of the legitimate nature of the declarer, shall remain unaffected.

#### 4. Pre-contractual stage

These General Terms and Conditions of Business shall apply in the pre-contractual liability relationship too, in particular in relation to copyright. Objects and documents handed over in the pre-contractual stage (e.g. schedules, sketches, drawings, physical and non-physical presentations and proposals) are the intellectual property of VS. Reproduction or forwarding may not occur.

#### 5. Time of rendering of service, employees, sub-contractors

- 5.1 Deadlines and times of fulfilment are not fixed deadlines, except if they are conceded as fixed deadlines in writing and explicitly by VS.
- 5.2 VS decides how many and which employees – at the discretion of contractors and sub-contractors – are used or which services are also awarded to third parties.

#### 6. Grace periods

- 6.1 If the customer sets timeframes or grace periods for subsequent fulfilment or rectification of a defect or grievance, these timeframes need to be appropriate and allow VS at least two attempts at rectification. Regardless of the scope and the technical difficulty – the timeframe should generally be at least 10 working days, except if an even shorter-term subsequent improvement is called for due to the legitimate interests of the customer, taking into account technical feasibility.
- 6.2 Deadlines set by the customer by law or laid out contractually must be at least ten working days - except in urgent cases. Should the fruitless expiry of a timeframe set entitle the customer to severance of the contract (e.g. by withdrawal, termination or compensation instead of the service) or to reduction of the remuneration, the customer must threaten these consequences of fruitless expiry of the timeframe in text form together with the timeframe set. After expiry of a timeframe set in accordance with Clause 2, VS can demand that the customer exercises his rights resulting from expiry of the timeframe within two weeks of receipt of the request.

7. Remuneration, payment conditions
- 7.1 All prices are fixed prices, unless explicitly agreed otherwise.
- 7.2 All prices are exclusive of the respectively applicable statutory rate of value-added tax.
- 7.3 Remuneration is due and must be paid within 14 days of invoicing and delivery or acceptance. However, also within the scope of an ongoing business relationship, VS is entitled at any time to perform a service wholly or in part only against prepayment. VS shall declare a relevant proviso at the latest on order confirmation. The customer shall fall into arrears upon expiry of the payment timeframe in accordance with Clause 1. Remuneration is subject to interest at the respectively applicable statutory default interest rate for the period of default. VS reserves the right to assert further damages caused by delay.
- 7.4 If remuneration is based on hours worked, the information provided in the quotation or order confirmation of VS is only a calculation or an estimate, unless a flat-rate payment is explicitly agreed. If the parties agree to invoice according to hours worked, VS can demand from the customer the initialling of documentary evidence of hours worked presented by VS or its employees. The working hours spent are set out in the invoice or a separate attachment to the invoice. Should the customer not question the accuracy of the invoice within two weeks in text form, the customer shall bear the burden of proof for its inaccuracy. Receipt of the objection by VS is crucial for the timeliness.
8. Offsetting, right of retention
- 8.1 The customer is only permitted to offset with an undisputed or legally established demand.
- 8.2 A right of retention or the plea of the unfulfilled contract shall only be conceded to the customer within the respective contractual relationship.
9. Liability
- 9.1 If nothing else results from these General Terms and Conditions of Business, including the following conditions, VS shall be liable in the case of infringement of contractual and extra-contractual obligations according to the legal regulations.
- 9.2 VS shall be liable for compensation – regardless of the legal reason – within the scope of fault-based liability in the case of intent and gross negligence. In the case of simple negligence, VS shall be liable subject to a less stringent liability standard according to the legal regulations (e.g. care in own affairs) solely
- a) for damages from injury to health, life or limb
- b) for damages from the non-negligible infringement of a crucial contractual obligation (cardinal obligation);
- however, in these cases the liability of VS is limited to compensation for foreseeable damage typically occurring.
- 9.3 The restrictions to liability resulting from Figure 9.2 shall also apply in the case of infringement of contractual obligations by or in favour of persons, for whose culpability VS is liable according to the legal regulations. They do not apply if VS has maliciously concealed a defect or has accepted a quality guarantee, and for claims of the customer according to product liability legislation.
10. Retention of title
- VS reserves the right to ownership and the rights to the service which is the object of the contract until complete settlement of the remuneration claims from the contract. The customer is entitled to resell or transfer only following written notification in respect of VS and only in orderly business procedures.
11. References
- VS is permitted to specify the customer as a reference customer in printed or online publications and to publish illustrative photos or the executed work in an appropriate number. VS shall take into account the justified interests of the customer in the process.
12. Choice of law, place of jurisdiction
- 12.1 The law of the Federal Republic of Germany shall apply, to the exclusion of UN purchasing law and conflict of laws.
- 12.2 If the customer is a businessman, a legal entity governed by public law or a special fund governed by public law, Munich is the sole – also international – place of jurisdiction for all disputes arising from and in conjunction with the services which are the object of the contract. In the case of legal disputes, VS can optionally also lodge a complaint with the general place of jurisdiction of the customer. Legal regulations which take precedence, especially in relation to exclusive responsibilities, remain unaffected.
- 12.3 The place of fulfilment is Munich, unless otherwise agreed.
- II. Design, visualisation
- In the design and visualisation phase, the conditions of this section shall apply primarily; in addition to those of Section I (General conditions).
1. Object of the service
- 1.1 VS shall design and visualise the equipment, the internal equipment or the trade fair stand according to the customer's specifications, in particular also with regard to budgeting, and on the basis of the quotation accepted by the customer.
- 1.2 VS shall provide the contractual services according to the generally accepted state of the art and the official regulations applicable at the time of provisional acceptance of the service.
- 1.3 VS is liable for creating the number of drafts specified in the quotation; basic remuneration is agreed in this regard. If the customer commissions the creation of further drafts which not only require slight replanning of drafts already created, these are liable to incur an additional fee according to the specifications in the quotation.

2. Correction loops
- 2.1 As soon as VShas provided the customer with the first draft, the customer can demand the integration and implementation of a request for amendment (=correction loop) in text form.
- 2.2 Unless agreed otherwise in the quotation, two correction loops are included in the basic remuneration (cf. II. Fig. 1.3.).
- 2.3 Further correction loops are invoiced to the customer according to hours worked, whereby the hourly rate stated in the quotation plus value-added tax shall apply. We also refer to I. Fig. 7.4.
3. Copyright usage rights
- 3.1 Subject to payment of remuneration in full, VS shall transfer to the customer the perpetual and exclusive copyright usage right to the design which is taken as a basis from the drafts in each instance. These designs may, unless agreed otherwise, not be used for other objects, processed or amended or used by third parties. From a territorial perspective, the copyright usage right is limited to those territories to which VShas referenced the drafts.
- 3.2 VS provides assurance that it has been conceded the copyright usage rights and is not encumbered with the rights of third parties.
- 3.3 The parties also agree to the relevant use of the clauses pertaining to copyright, in particular Sections 15 et seq., 31 et. seq. of the Copyright Act (UrhG), also in the case that original protection under copyright law does not come about.
- 3.4 Even after delivery of the work, VS remains owner of drafts, original drawings, print templates, models and other templates for use.
4. Termination
- Section 648 of the German Civil Code (BGB) shall apply to termination by the customer with the proviso that in the case of termination VS retains the full right to contractual remuneration with deduction of costs saved and other income opportunities which overall at 40% are considered agreed for the services not yet provided by VS. The customer reserves the right to prove that the deductions to be made are higher. The right to termination for compelling reasons is not affected by this.
- III. Execution
- In the realisation phase, the conditions of this section shall take precedence; in addition to those of Section I (General Conditions)
1. Object of the service
- 1.1 The execution of a draft must be explicitly commissioned by the customer. In the case of commissioning of execution of a draft created by VS according to Fig. II, VS shall provide the contractual services according to the acknowledged state of the art and the official regulations.
- 1.2 A deviation from the contractually agreed standard of service is harmless and does not constitute a defect if it leads to at least an equivalent or even higher value service.
2. Offsetting of the remuneration for design and execution
- The agreed basic remuneration for design and visualisation (cf. II. Fig. 1.3) is offset against the remuneration agreed with the customer and for which the customer is liable for the execution of the project; the additional fee for creating additional drafts (cf. II Fig. 1.3) and remuneration according to time spent for correction loops (cf. II Ziff. 2) is not included.
3. Add-ons to the order
- VS undertakes to undertake add-ons to the order in respect of the initially commissioned service at the customer's request, insofar as its operations are able to provide such services and insofar as the add-on to the order is reasonable. Such services may only be executed on the basis of a written order of the customer.
4. Services to already be provided by the customer
- The customer is obliged to provide power and water for the construction site in the necessary quantity on the construction site, if no agreement has been made to the contrary.
5. Transfer of risk, acceptance
- 5.1 In the case of services which are capable of acceptance, formal acceptance is undertaken at the request of a party. The customer's request requires the text form.
- 5.2 In the case of immaterial defects, the customer is not permitted to refuse acceptance. However, he can accept the service with reservations.
- 5.3 Acceptance is considered declared by the customer if objections have not been asserted in writing by the customer within two weeks of delivery.
6. Quality and title defects; statute of limitations
- VS shall provide a guarantee for the contractual nature of its services according to the legal stipulations of the German Civil Code (BGB).  
If the parties do not agree to the specific nature of services or partial services, the liability for defects is restricted to the service or partial service for the contractually required, otherwise customary use and customary for services of this type.
7. Termination
- For termination by the customer, Section 648 of the German Civil Code (BGB) shall apply with the proviso that VS retains the full right to contractual remuneration in the case of termination with deduction of the costs saved and other income opportunities which overall at 40% are considered agreed for the services not yet provided by VS. The customer reserves the right to prove that the deductions to be made are higher. The right to termination for compelling reasons is not affected by this.

IV. Rental of objects for event and trade fair concepts.

If the rental of objects for event or trade fair concepts is an object of the contract, the clauses of this section shall take precedence; additionally, those of Sections I (General Conditions), II (Design, visualisation) and III (Execution).

1. Obligations of VS

- 1.1 The scope of the services to be provided by VS results from the quotation or the written order confirmation. Service data and samples are only binding if they are confirmed in writing.
- 1.2 Assured delivery, completion and availability timeframes and deadlines are non-binding, unless confirmed by VS in writing. A pre-requisite for the commencement of the delivery, completion and availability time specified by the customer is the resolution of all technical issues.
- 1.3 If VS is liable for non-compliance with binding timeframes and deadlines, the customer is entitled to compensation for delay, however, to an overall maximum of 10% of the net invoice value of the service affected by the delay. Claims exceeding this scope are precluded if the delay is not a result of gross negligence or intent.
- 1.4 A pre-requisite for compliance with delivery, completion and availability timeframes by VS is the timely and proper fulfilment of obligations of the customer, in particular the timely receipt of advance payments, where agreed.
- 1.5 If the customer defaults on acceptance or infringes other cooperation obligations, VS is thus entitled to demand the damages arising from him, including any additional expenses. In this case, the risk of incidental demise or incidental deterioration of the object of the contract is transferred to the customer at the time at which he falls into default of acceptance.

2. Obligations of the customer

- 2.1 The customer shall ensure unimpeded access to the event venue, loading and unloading opportunities during assembly and dismantling and sufficient free-of-charge parking spaces in direct proximity.
- 2.2 The customer may only use the rented objects as intended and must avoid excessive use, and protect them against fire and water damage, theft and other loss. The customer shall be fully liable for lost or damaged objects and use otherwise than as intended.
- 2.3 All rented objects are insured by VS for the contract duration; however, the customer must ensure relevant insurance cover against fire, water damage, theft and other loss.
- 2.4 The customer must ensure a suitable surveillance service during the rental period, including the assembly and dismantling period.
- 2.5 The customer shall ensure sufficient, free-of-charge catering for VS' assembly and dismantling team.

3. Liability of the customer

The customer shall be liable in respect of VS for the loss of rental objects and damage to the same caused by improper handling or deliberate damage to the rental objects. In these cases, VS can demand flat-rate compensation of 50% of the original procurement costs of the rental object. The proof and assertion of greater or lesser damages by VS remain unaffected. The customer also reserves the right to prove lesser damage from VS.

4. Delays in delivery and services

- 4.1 VS is also not liable for delays in delivery and services due to force majeure and due to events outside of the control of VS which make services considerably more difficult or impossible, such as strike, lockout, official order, outages or disruptions in the activities of the operator of physical networks, even if they occur at third party premises, even in the case of bindingly agreed timeframes. They entitle VS to postpone the service by the duration of the impediment plus an appropriate initial phase or to withdraw from the contract partially or completely due to the not yet fulfilled component.
- 4.2 If a considerable impediment is present for which VS is liable the customer is entitled to only reduce payments for ongoing services appropriately from the time of impediment. Only those impediments which make use of the service considerably more difficult for the customer as a whole, or, if several services are contractually agreed, make the use of individual services completely impossible are considered significant.

5. Defects

- 5.1 The customer is obliged to verify the services/goods of VS directly after assembly.
- 5.2 The furnishings are accepted directly after the end of assembly, i.e. before the start of the event. At this time at the latest, defects must be clearly and unambiguously notified in text form. Subsequent defect notifications are ineffective.
- 5.3 Defects which cannot be detected even following careful verification during acceptance must be notified to the Agent in text form without delay following detection.
- 5.4 The guarantee is restricted to subsequent improvement or delivery of a substitute. However, the customer is entitled to demand reduction of remuneration or cancellation of the contract after subsequent improvement has failed on three occasions within an appropriate timeframe.