

General Terms and Conditions of Hire and Business for Advertising Space of MB Capital Services GmbH

1. Conclusion of the Contract

Orders are only binding after written confirmation by MB Capital Services GmbH (CSG).

2. Scope of Supply and Services

The hire is the remuneration for the permit to put up or set up and/ or use advertising facilities at further defined positions. Costs for production, preparation, installation and/ or dismantling of the advertisement boards or posters are not included.

No competition clause can be granted.

3. Installation of the Advertising Media

For reasons of technical security, liability of damage and the time limit of the fair organiser all advertising facilities/ advertising spaces let in the area of the fair are exclusively installed and dismantled by CSG or a company entrusted by it. The costs for installation and dismantling will be charged separately.

4. Production of the Advertising Media

For reasons of technical security, liability of damage and the time limit of the fair organiser all advertising facilities/ advertising spaces let in the area of the fair are exclusively produced/ printed by CSG or a company entrusted by it. The costs for production will be charged separately.

In order to ensure the completion of the advertising spaces in time, the client has to deliver the layouts/ the artwork to CSG by the date fixed in the contract. No action shall lie against CSG if the required data files are not provided until the fixed date or do not conform to the technical specifications. The client is still obligated to pay the whole corresponding hire charges as well as all incidental costs plus VAT.

CSG is authorised to assign other companies with the production and the installation/ dismantling.

Within three days after the end of the event the advertising spaces have to be collected by the client, if he does not want CSG to recycle them.

5. Advertising Agents

Advertising agents/ space brokers are required to observe the actual pricelists of CSG in all offers, contracts and invoices affecting advertising clients.

6. Terms of Payment

Invoices will be issued by CSG after conclusion of the contract. The payment of the invoice amount must be effected without any discount on a bank account of CSG within 14 days after billing date, unless CSG has fixed another due date in written form. Cash discount deduction needs explicit acceptance of CSG.

7. Cancellation of the Contract

CSG has the right of withdrawal if the credit-worthiness of the client can reasonably be doubted or if the content and the form of the order violate the general principles of CSG (e.g. immoral contents). Any claim for damages from the client against CSG is excluded.

The client as well as CSG can withdraw from the contract if a certain period has been fixed for this and if the withdrawal is declared within this period in written form. If the client cancels the contract after this fixed period, he is still bound to pay the whole stipulated hire charge as well as all accrued incidental costs.

8. Impairment of Performance

If the installation of advertising spaces is impossible due to Acts of God or if advertising spaces are destroyed or extremely damaged so that they cannot be used anymore before expiration of half of the exhibition time, the client is no longer obliged to pay the hire charge. Further claims – especially claims for damages – are excluded. Acts of God are amongst others for example strikes and necessary maintenance work. A paltry interference of the advertisement space rented, e.g. caused by stand installation, clusters of trees, scaffoldings etc., does not entitle to reduce the hire charge.

Should the order be filled faulty, the client can demand removal of the fault or, if that is not possible, a reduction of the hire charge. This does only apply for considerable faults. Any further claims of compensation from the client against CSG are excluded.

Complaints must be told in writing to CSG not later than 30 days after execution of the order, otherwise claims expire automatically. Minor errors occurring during execution of the contract are not permissible grounds for granting a discount, in cases of errors occurring in performance of an order, the client is not entitled to withhold payment for any other order. Set-off of payment is only permissible if the client's claim for offset is undisputed or legally enforceable.

9. Liability

The client may use the advertisements only in his favour - without mentioning other companies. The client is responsible for the contents of the advertisement and for all other information. Exclusively the client has to clarify questions regarding competition, trade marks, authors or names prior to the placement of the order. In case of resort by a third party, only the client is held liable and obliges himself to discharge CSG from claims of third parties.

Furthermore, the client discharges CSG from possible claims of third parties which are enforced against CSG due to violation of third party rights or due to unlawful behaviour or behaviour contrary to contract by the client.

10. Final Clauses

Additional agreements must be confirmed in writing for validity. The contract is made in Berlin and is subject to Federal German Law at the courts in Berlin. For non-traders, this place of jurisdiction applies only for legal dunning proceedings.

The client expressly declares that he has read and understood the conditions above and accepts them by his signature on the contract.

Should single items of this contract be or become without legal force, the validity of the rest of the contract is not touched. The ineffective regulation or the regulation which became ineffective is substituted by this regulation of the 'HGB' or 'BGB' which comes closest to the intention of the ineffective regulation or the regulation which became ineffective.

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