

General terms and rental conditions of MB Capital Services GmbH

1. Scope of application

- (1) The following “rental conditions“ of MB Capital Services GmbH, hereinafter referred to as CSG, apply to all orders concerning the renting of items, objects and structures for use at events held at the Messegelände Berlin exhibition grounds, or, upon special agreement, at another location.
- (2) Supplementary or contradictory terms and conditions defined by our contract partners shall only apply if such terms and conditions have been expressly acknowledged and confirmed in writing by CSG.

2. Establishment of a contractual relationship

- (1) All orders concerning the renting of items, objects and structures must be placed in writing. CSG will confirm, before the start of the respective event, all orders received by the closing date(s) stated in the order forms of the Exhibitors' Service Folder or on the BECO-Webshop platform. If the contract partner has not received written confirmation of orders placed by the prescribed closing date at least one week before the start of the event, he shall inform CSG without delay.
- (2) CSG reserves the right to withhold delivery and performance of services until payment has been received.

3. Details of transfer for use

- (1) The contract partner is aware that rented items, objects and structures are normally used for multiple exhibitions and events and are not always in an “as new” condition.
- (2) Rented items, objects and structures are only made available for the agreed purpose, for the duration of the event and at the agreed location.
- (3) Quotations, plans, designs, drawings, production and assembly documents and all rights thereto remain in the ownership and possession of CSG at all times, even if they have already been transferred to the contract partner for his use.
- (4) Upon receipt of the rented items, objects and structures, the contract partner shall check that these are complete, in proper condition and are safe for use.
- (5) By accepting the items placed at his disposal, the contract partner confirms that these are in proper and fault-free condition, unless he files an immediate written notice of defect to CSG.
- (6) All items, objects and structures that were ordered by the set deadline will be delivered by CSG in a timely manner so that they are available for the start of the event.
- (7) If no staff is present at the exhibition stand/rental location when the rented items, objects and structures are delivered, depositing these on the exhibition stand shall be deemed as due and proper handover.
- (8) CSG is not obliged to check the authorization of persons encountered on the stand when the rented items, objects and structures are delivered and handed over.
- (9) Specific delivery times and special wishes are only effective if CSG has explicitly confirmed these in writing.

4. Warranty

- (1) The contract partner shall file written notice of any recognizable defects to CSG within 24 hours of transfer of the rented items, objects and structures. All warranty rights shall expire if such notice is not filed within the said period. This provision shall not apply if CSG has fraudulently concealed the defect or has assumed guarantee for the quality of the item or for successful performance.

- (2) If the contract partner has justifiably filed a notice of defect, CSG's warranty obligations are limited to rectification of the defect, in so far as the defective item is a used item. CSG is entitled to supply a replacement at any time and at its own discretion.

5. Prices

- (1) All prices stated in the price lists/quotations are understood as net prices subject to the statutory VAT applicable at the time of provision of the service, plus an insurance premium (see Item 12).
- (2) The costs of transportation to and from the Messegelände Berlin Exhibition Grounds (or, in the case of a special agreement, to and from another location) and the costs for any necessary assembly or disassembly work are included in the rental price.

6. Orders placed after the closing date

- (1) If the contract partner does not place the order until after the closing date (four weeks before the start of the event), CSG cannot guarantee timely and complete delivery and availability. In particular, no guarantee can be given in such cases that the rented items, objects and structures will be provided in the form/version ordered.
- (2) If timely delivery is nevertheless possible in such cases, an additional charge of 20 % of the rental fee will be made to cover any additional costs arising from the belated order.
- (3) Modifications and adaptations of rented items, objects and structures that have already been ordered, e.g. suspensions, are always subject to charge.

7. Deviations from catalogue specifications

- (1) All measurements stated in the catalogue are approximate. CSG reserves the right to deviations in dimension, shape and colour of the ordered rented items, objects and structures, as far as these are reasonable and acceptable for the contract partner. The actually delivered items must be of equal or better quality than those ordered.

8. Conditions of payment

- (1) Unless otherwise specified in the invoice, the duly invoiced amount plus the value added tax valid on the date the service is rendered shall be transferred, without deduction and not later than 7 days before the start of the event, to one of the CSG accounts as stated on the invoice.
- (2) In the event of default in payment, statutory default interest pursuant to § 288 Sections 1 and 2 BGB (German Civil Code) may be charged. CSG may, at its own discretion, claim for further damages caused by default in payment.
- (3) If CSG does not receive payment prior to the start of the event, it is entitled to cancel the contract and, where appropriate, to dismantle and/or recover any rental objects and structures that may have already been delivered.
- (4) If at the time the contract was concluded the contract parties had assumed that the provided service was exempt from VAT, and subsequent to conclusion of the contract they discover that the agreed service is subject to VAT after all, VAT shall be subsequently charged.
- (5) Any orders received by CSG one week or less before the start of the respective event will only be accepted against advance payment (credit card payment or immediate bank transfer).
- (6) Any objections to CSG's invoice should be forwarded to CSG in writing within 14 working days. CSG reserves the right to charge a processing fee for changes to an invoice which are not attributable to fault on the part of CSG.

9. Cancellation and non-acceptance of rented items, objects and structures

- (1) In the case of an order volume of up to EUR 10,000.00, if the contract partner provides written notification to CSG at the latest four weeks before the start of the event that he has no use for the ordered rental items, objects and structures and consequently cancels the contract, CSG will charge 20% of the rental price. If such written notification is given at the latest 7 days before the start of the event, 50% of the rental price will be charged.
- (2) In the case of an order volume above EUR 10,000.00, CSG will charge 20% of the rental price to the contract partner if written notice of cancellation is received no later than 10 weeks before the start of the event, and 50% of the rental price if written notice of cancellation is received no later than 6 weeks before the start of the event.
- (3) If it is not possible to transfer the rented items, objects and structures to the contract party or his agent at the agreed delivery time or if the contract party does not accept the ordered rented items, objects and structures at the agreed delivery time, the contract party shall remain obliged to pay the agreed rental fee in full.

10. Force majeure / Cancellation of event

- (1) If the event cannot take place or is cancelled due to force majeure (in particular natural disasters and their consequences, war, terrorist attacks, pandemics, endemics, the interruption or massive disruption of traffic, supply or telecommunication connections) or a comparable event (unforeseeable lawful strikes and lawful lockouts as well as other business interruptions or disruptions for which the contract parties are not responsible), CSG is obliged to inform the contract party immediately that the event has been cancelled. In this case, the contract parties are relieved of their obligation to provide services from the start of the force majeure or comparable occurrence onwards. The (partial) services ordered and rendered by CSG up to such time shall be settled and charged in accordance with an assessment to be made by the contract parties. Any payments exceeding the agreed amount will be refunded to the contract partner.
- (2) The above Section 10. (1) shall also apply in the event of rescheduling or relocation of the event. In the case of period-related rental prices, the price shall be adjusted accordingly if the duration of the event is altered.
- (3) Any further claims by the contract partner, in particular compensation for damages, shall be excluded, except where CSG has induced the reason for cancellation at least through gross negligence.

11. Liability

- (1) The contract partner's liability for damage and loss of the items transferred to him on a rental basis begins with handing-over of such items and ends, at the latest, upon redemption of these items by CSG when the event is over.
- (2) The contract partner is liable to CSG for damages caused by him, his vicarious agents, guests, visitors or other third parties. This provision shall also apply in the event that the contract partner is not responsible for the selection of his vicarious agents.
- (3) The contract partner is obliged to treat the rented items, objects and structures with care. The rented items, objects and structures may not be glued, nailed, painted or otherwise damaged.
- (4) Without the prior consent of CSG, the contract partner is not entitled to make alterations or modifications to the items placed at his disposal.
- (5) The contract partner may not remove any existing special markings. Any damage is to be reported to CSG immediately.
- (6) The contract partner shall make the rented items, objects and structures available for collection immediately after the end of the event.
- (7) If there is any delay on the part of the contract partner in handing over the rented items, objects and structures, CSG is entitled to prepare these items for removal at the expense and risk of the contract partner. Agreement on the part of the contract partner is hereby assumed.
- (8) Any defects detected by CSG on returned rented items, objects and structures shall be notified to the contract party immediately. It shall be assumed that the contract partner is in

agreement with such findings if he raises no written objection within one week of receipt of notification.

- (9) CSG shall not be liable for personal injury or property damage of any kind, unless CSG or its vicarious agents have caused the damage wilfully or due to gross negligence.
- (10) If CSG is in default with delivery and/or performance of services, it shall only be liable if it has acted with intent and gross negligence. The same shall apply for cases of impossibility of performance.

12. Insurance

- (1) The items and equipment offered for rental shall be insured against damage and loss.
- (2) The insurance premium for the rental objects and equipment amounts to 5% of the rental price. This covers replacement in the event of loss or damage. The insurance premium for a complete system stand (including the stand equipment) is 4% of the rental price.
- (3) The contract partner has no right to replacement. Any replacement during the duration of the event will only be provided at the order and expense of the contract partner.
- (4) If the contract partner waives the provision of insurance, he assumes liability for any damage to and loss of rented items, objects and structures, and at CSG's request must prove that he has corresponding insurance coverage.
- (5) Graphic services, electricity and water connections are not included in the insurance coverage.

13. Data security

- (1) The data protection policy of MB Capital Services GmbH shall apply
- (2) See <https://www.mb-capital-services.de/en/extra-pages/data-protection/>

14. Final provisions and place of jurisdiction

- (1) The place of performance for all claims arising from the contract is Berlin.
- (2) The law of the Federal Republic of Germany shall apply.
- (3) If the contract partner is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, the parties agree upon Berlin as the place of jurisdiction for any disputes arising from or in connection with this contract.
- (4) Should individual clauses of these General terms and rental conditions be or become invalid, this shall not affect the validity of the remaining provisions of the contract. In this case, the invalid provision shall be supplemented or amended in such a way that the purpose intended is achieved.

up to date: June 2021