

General Terms and Conditions of Hire and Business for Advertising Space of Messe Berlin GmbH

1. Conclusion of the Contract

Orders are only binding after written confirmation by Messe Berlin GmbH (MB).

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 MB 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 MB 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 MB by the date fixed in the contract. No action shall lie against MB 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.

MB 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 MB to recycle them.

5. Advertising Agents

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

6. Terms of Payment

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

7. Cancellation of the Contract

MB 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 MB (e.g. immoral contents). Any claim for damages from the client against MB is excluded.

The client as well as MB 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 MB are excluded.

Complaints must be told in writing to MB 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 of 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 clients 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 MB from claims of third parties.

Furthermore, the client discharges MB from possible claims of third parties which are enforced against MB 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 business partners commit to never participate in the violation of human rights or in the discrimination of their employees, in child employment or in terrorism, neither directly nor indirectly.

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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HRG Amtsgericht Charlottenburg HRB 5484 B
Board of Management: Dr. Mario Tobias (CEO), Dirk Hoffmann (COO)