

## TERMS AND CONDITIONS FOR BOOTH CONSTRUCTION | valid as of 01/07/2013

### 1. General:

**1.1** All legal transactions and offers for booth construction and all legal transactions and offers performed under the WEDESIGN brand are based solely on our Terms and Conditions for Booth Construction given below. This also applies to future transactions. Conditions of the customer that differ from our terms and conditions do not apply; this applies even if we do not expressly object to them. The terms and conditions apply to both premade booths (system booths) and booths built to individual order (design booths).

**1.2** The booths provided (whether system or design booths) are only leased. All parts delivered are only leased unless the offer and/or order confirmation expressly identifies the elements as sold.

**1.3** Offers we submit to the customer are for the purposes of initiating a contract and are non-binding and subject to confirmation unless they have been declared binding in written form. The contract is concluded when we send the customer an order confirmation for his offer.

**1.4** All agreements, orders, amendments, and cancellations must be in written form. If the customer has not received an order confirmation 10 days before the event, he must notify us of this immediately in writing. The order confirmation will be accompanied by a list of the services ordered.

**1.5** If we are providing assembly, separate agreements apply to the assembly services.

### 2. Prices

**2.1** Prices are exclusive of VAT unless agreed otherwise. All prices are understood to be for lease of the booth for the period of the trade fair unless agreed otherwise.

**2.2** Unless agreed otherwise, the price does not include connection fees incurred by the fair, costs of obtaining permits (e.g. structural analysis), or fees of any kind charged by fair companies (including Messe Wels GmbH in its capacity as fair organiser and lessor of space), shippers, processing bodies, customs authorities, etc.

**2.3** The customer will pay any new charges for the leased object that arise after conclusion of contract because of increase in VAT, transportation tax, customs, export duties, ocean freight, or similar official directives or regulations.

**2.4** We have the right to bill the customer a higher price than the one stated at the conclusion of contract if the higher price is caused by the changes stated in number 2.3.

**2.5** Each contract party may request a price adjustment 4 months after the conclusion of contract if the prices for the needed materials or labour and ancillary labour costs have changed by more than a total of 5% because of statutory or collective bargaining changes. The contract party who requests the adjustment must prove that the requirements for it have been met.

**2.6** If more than three design changes are requested to a system booth, a flat fee of EUR 25.00 plus VAT will be charged for each further change. After construction begins, changes to the booth layout of system and design booths will only be made if practicable and at additional cost (hourly rate plus materials plus VAT).

### 3. Delivery time and delay in delivery

**3.1** Timely performance of our deliveries and services depends on timely and correct fulfilment of the customer's obligations. This includes timely receipt of all documents to be supplied by the customer, timely clarification and approval of designs (approval of designs is not necessary for fairs organised by Messe Wels GmbH - this will be clarified directly), no obstacles on the customer's side, adherence to agreed payment terms, and other obligations of the customer. If these requirements are not met correctly or in time, the delivery period will be extended accordingly.

**3.2** If our delivery is delayed or made impossible by an unavoidable circumstance for which we are not responsible, we are released from the obligation to deliver for the duration of the obstacle and its effects. Claims for damages are excluded. Both parties have the right to withdraw from the contract if such a delay or impossibility of performance lasts for longer than 4 weeks.

**3.3** We are not responsible for delays in delivery caused by government restriction of imports like foreign exchange controls, etc.

### 4. Payment conditions, retention of title

**4.1** Payment must be made without discount immediately after receipt of the invoice, unless agreed otherwise in writing.

**4.2** The customer only has the right to offset if his counter-claims have been found legally valid in a final decision, are undisputed, or have been recognised

by us. He may also exercise a right of retention if his counter-claim is based on the same contractual relationship. No further right of retention may be exercised.

**4.3** Bills of exchange may not be used for payment.

**4.4** If the customer's creditworthiness is called into question, we have the right to request immediate payment of all outstanding due accounts and, if no payment is made by a reasonable deadline despite the request, withdraw from the contract and take back the objects we have delivered.

**4.5** If payment is in arrears, we have the right to withdraw from the contract without a warning of refusal or to require compensation for damages instead of the payment after setting a reasonable deadline. The right to claim further damages, especially because of delayed payments, remains unaffected.

**4.6** The title to purchased objects is only transferred to the customer once the purchase price has been paid in full.

**4.7** Our services are always separable.

### 5. Safety precautions/obligations of the customer

**5.1** Cubicles and closable items of furniture are not proof against burglary. The closing mechanisms are only for screening from view. We therefore urgently recommend supervising the booth. We urgently recommend that the customer adequately insure both the entire leased object and the exhibition items and the like (value ca. EUR 500.00 per m<sup>2</sup> - fair booth construction). We are not liable for objects left behind in the booth.

**5.2** If the customer provides materials or documents for the construction of the contractual object, the customer warrants that the construction and delivery of the work performed according to the documents does not infringe on third party intellectual property rights. We are not obligated to verify that the information and documents provided by the customer for construction and delivery do not infringe on third party intellectual property rights. The customer agrees to indemnify us at first request against any claims for damages or other third party claims and to be liable for all damages caused by the infringement of intellectual property rights.

**5.3** It is the customer's responsibility to order booth walls. The customer may not use the back walls of neighbouring booths to delimit his own booth area. This does not apply to the technically reasonable use of a booth wall by WEDESIGN if required or approved by Messe Wels. WEDESIGN has the right and obligation to charge for the booth wall without discount even if it is used by a neighbouring booth. Double use is only possible if WEDESIGN constructs both booths.

### 6. Storage

As a rule, the customer's objects will not be stored for him. If storage is desired in an individual case, a corresponding storage certificate must be issued. We are only liable for the stored objects in case of intent, gross negligence, or breach of essential contractual obligations.

### 7. Regulations for lease contracts

**7.1** The leased object is surrendered only for the agreed purpose and period. Ordinary termination of the lease contract is not permitted. Subletting is only permitted with our express approval.

**7.2** The customer must review the condition and completeness of the leased object upon receipt. It must be accepted at the agreed time, but no later than 06:00 PM on the day before the trade fair begins. The customer must accept the object if it meets the requirements. Failure to accept the full performance despite being obligated to do so is equivalent to acceptance.

**7.3** Since the leased object is a used item, normal traces of use are not grounds for claims for rectification of defects, compensation, or return. This also applies to variations in colour and surface quality that are typical of the material in question.

**7.4** The risk of accidental loss or damage is transferred from us to the leaser when the leased object is handed over. The customer must report loss of or damage to the leased objects to us immediately so that we can coordinate joint steps to reduce/rectify damages. The customer's risk ends when the object is returned to us.

**7.5** The customer is liable, regardless of fault, for all losses and damages suffered by the leased object during the time when it is in his keeping. He must pay compensation for all necessary expenditures for manufacture/repair of the leased object, up to a maximum of its value when handed over to the customer. We recommend that the customer insure the leased object against loss, damage, and vandalism at own cost. We will disclose the insurance value of the leased object upon request. Damaged system booth walls will be billed at a unit price of EUR 50.00 plus VAT.



# TERMS AND CONDITIONS



## TERMS AND CONDITIONS FOR BOOTH CONSTRUCTION | valid as of 01/07/2013

**7.6** The lease ends immediately when the event (trade fair) ends and tear-down begins, unless agreed otherwise. Items left behind in the leased booth will be disposed of without compensation for lost value.

**7.7** The customer must care for and supervise the entire leased object from handover until the end of the fair. If the customer violates the obligations of care and supervision, he must compensate us for any damages suffered as a result.

**7.8** Nailing, painting, or gluing on the leased object is not permitted under any circumstances. If there is any damage, the original price of the leased object will be billed in full. Painting over PVC or wooden walls or sticking on double-sided tape, stickers, or wallpaper that cannot be removed is not permitted and will be considered equivalent to destruction or damage of the leased object. Walls or other construction parts of WEDESIGN that the exhibitor has not ordered but still uses will be billed at their full price.

**7.9** The lease fee will not be partially refunded if the customer does not need items included in the standard equipment. Such items cannot be exchanged for or offset against other services.

**7.10** WEDESIGN expressly reserves the right to deliver items other than those offered if required on technical or other grounds.

## 8. Limitation of liability

We are liable for loss of life, bodily injury, and harm to health as per statutory regulations. We are only liable for other damages in cases of intent or gross negligence (subject to clause 3). We are also liable for other damages caused by negligence if they are due to violation of an essential contractual obligation; this, however, is limited to foreseeable damages. This limitation of liability applies to both statutory and contractual claims, especially claims for damages based on warranty. Liability under the Produkthaftungsgesetz (Product Liability Act) is unaffected by these provisions.

## 9. Copyright and other intellectual property rights

**9.1** The draft documents, plans, drawings, construction and assembly documents and the design and concept description remain our intellectual property. The customer may not reproduce, make use of, or disclose to third parties any such documents without our permission. The customer also may not use them to build replicas unless agreed otherwise.

**9.2** If the customer violates the obligations contained in number 9.1, he must pay a contract penalty of 50% of the lease fee agreed upon between the parties, or at least EUR 5,000.00 (exclusive of VAT). The contract penalty will be credited against any claims for damages. Further rights, especially to injunctive relief, remain unaffected.

**9.3** We retain the copyrights to the documents identified in number 9.1 and the works created by us even after payment of the agreed fee.

**9.4** We have the right to place our company or brand name in a reasonable size on the objects constructed by us or according to the customer's designs, especially fair booths. We also have the right to publish or use images of the services performed for advertising purposes free of charge and without requiring special permission from the customer.

## 10. Data processing

We have the right to process data about the customer concerning or in connection with the business relations in accordance with the Datenschutzgesetz (Data Privacy Act), regardless of whether it originates from the customer or from a third party.

## 11. Cancellation

If the exhibitor cancels the order 4 weeks before the event, a cancellation fee of 50% of the order value will be charged in accordance with § 909 ABGB. Two weeks before the event, the cancellation fee will be 90% of the order value in accordance with § 909 ABGB and one week before the event the cancellation fee will be 100% of the order value. The cancellation fee is not subject to the court right to reduce or abate fines.

## 12. Place of performance and jurisdiction

**12.1** The place of performance for customer payments is Wels, Austria.

**12.2** Austrian law applies. The venue is the court in Wels with subject matter competence.

**12.3** If a provision of these terms and conditions should be or become invalid, the validity of all the other provisions of these terms and conditions will not be affected.