

# Terms and conditions

## Conditions of business advertising facilities / space

### Part I

1.1 The conditions of business mentioned under item 1 and the general conditions of business apply for the letting of advertising facilities/ -space.

1.2 Orders are binding after written confirmation of MB Capital Marketing & Media GmbH (CMM). CMM reserves the right to refuse orders subsequently due to the contents or the form of order, without any compensation to the client.

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

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

1.5 The renter entrusts according to his own choice, at his own expense a studio with the production of the advertising space. On inquiry CMM can offer this service to the renter. In order to ensure the completion of the advertisement boards in time, clients have to deliver the drafts to CMM at latest 4 weeks prior to the event.

1.6 If the renter does not entrust CMM with the installation of the advertising facilities, but carries it out himself or consigns a third company, the renter commits himself to observe the regulations regarding material, construction, measurement defined by CMM. All advertising facilities have to be delivered to the fair storehouse of CMM or to a place indicated by CMM on the first installation day at latest, in order to ensure installation in time. Within three days after the end of the event the advertising facilities have to be collected. The renter releases the advertising service from all claims and commits himself to pay the rent if he did not deliver the boards or advertising facilities in time without CMM being obliged to carry out the order.

1.7 If the installation of advertisement boards is impossible due to Acts of God or if advertisement boards are destroyed or extremely damaged so that they can not be used anymore before expiration of half of the exhibition time, the renter is no longer obliged to pay the rent. Further claims especially claims for damages are excluded. Acts of God are among others for example strikes. A pauly interference of the advertisement space rented e.g. caused by stand installation, clusters of trees, scaffoldings – does not entitle to reduce the rent.

1.8 The renter may use the advertisements only in his favour -without mentioning other companies. The renter is responsible for the contents of the advertisement. Exclusively the renter 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 renter is held liable and obliges himself to discharge CMM from claims of third parties.

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

### Part II

2.1 Advertising agents/space brokers are required to observe CMM's pricelists in all offers, contracts and invoices affecting advertising clients.

2.2 No competition clause can be granted.

2.3 Additional agreements must be confirmed in writing for validity.

2.4 The client is responsible for the contents of entries advertisements or posters and for all other information. Exclusively the client has to clarify questions regarding competition, trademarks, 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 CMM from claims of third parties.

2.5 If the necessary materials are not delivered on time by the client, CMM reserves the right to withdraw the contract against an expense allowance of 20% of the value of the order, if the client can not prove a lower value of the order.

2.6 Complaints must be filed in writing to CMM not later than 30 days after execution of the order, otherwise claims loose 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. Setoff of payment is only permissible if the clients claim for offset is undisputed or legally enforceable.

2.7 CMM has the right of withdrawal if the credit-worthiness of the client can reasonably be doubted.

2.8 The client discharges CMM from possible claims of third parties, which are enforced against CMM due to violation of third party rights or behaviour unlawful or contrary to the terms of a contract by the client.

2.9 CMM reserves the right to entrust other companies with the production. In this case CMM is not liable for orderly performance.

2.10 Invoices will be issued by CMM after confirmation of the contract. The payment of the amount invoiced must be effected without any discount on a bank account of CMM within 14 days after date of Invoice. Cash discount deduction needs explicit acceptance of CMM.

2.11 The contract is made in Berlin and is subject to Federal German Law at the courts in Berlin. For nontraders this last applies only to acbons or default.

2.12 The client expressly declares that he has read and understood the conditions above, to which end he appends his signature to the order.

2.13 Should single items of this contact 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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