

General Terms and Conditions of Melles & Stein Messe-Service AG

1. General

Our contractual partners are hereinafter referred to as the client or hirer, Melles & Stein Messe - Service AG as Melles & Stein or lender, without this prejudicing the legal classification of the contractual relationships. The following terms and conditions shall form an integral part of all contracts concluded between the client and Melles & Stein, without any objection being required by Melles & Stein to any restrictions made by the client. General terms and conditions of the client and further agreements as well as amendments and collateral agreements shall only be valid to the extent that Melles & Stein expressly agrees to them in writing. Individual agreements shall take precedence in any case. In all other respects the statutory provisions shall apply.

2. Offer and conclusion of contract

The offers of Melles & Stein are subject to change unless otherwise stated in the offer. The contract becomes effective with your written order confirmation, the signing of our offer or with the order by e-mail. Verbal or telephone promises and agreements must be confirmed in writing by Melles & Stein and shall only be binding after written confirmation.

3. Scope of services

The services provided by Melles & Stein shall include in particular all material and services required for the implementation of the event ordered. The exact subject matter of the services shall be defined in the contract concluded between the parties. The number of persons on which the services are based must be binding and available in writing up to 14 days before the start of the event.

The information on the number of participants given in the above notice is to be understood as an independent guarantee promise by the client and is binding for both parties. The client shall be obligated to settle the invoice of Melles & Stein prepared on the basis of this information, whereby Melles & Stein shall be entitled to reasonably increase the agreed remuneration per participant in the event that the number of participants falls short of the originally stated number by more than 10%. In the event that the specified number of participants is exceeded, invoicing shall be based on the actual number of participants. In order to ensure the safety and quality of the service, increases in the originally stated number of participants shall only be permitted with the consent of Melles & Stein and only if the respective location is approved and suitable for such an increased number of participants.

All items and materials required for the execution of the order and supplied by Melles & Stein, with the exception of food and beverages, shall only be provided by Melles & Stein for the authorized party. They must be cleaned and made available ready for collection immediately after the end of the event and returned to Melles & Stein. If this is not the case, we will charge € 30.00 per hour/person for the time spent cleaning up, packing and rinsing. Shortages will be invoiced to the client at replacement cost after return and inspection of the remaining items. The client is liable for any damage and loss of rental items regardless of whether caused by employees, customers, guests, service staff or other trade fair personnel.

Beverages supplied on a consignment basis will only be taken back if the containers/packaging units are neither broken nor damaged.

4. Personnel

4.1 Melles & Stein shall provide staff on the basis of the German Personnel Leasing Act (AÜG) of 07.08.1972 as amended.

4.2 The hirer shall obtain any official and other permits and approvals that may be required at the place of employment, in particular in accordance with the German Working Hours Act (ArbZG), before commencing work.

4.3 The hiring out of employees by the hirer to third parties is excluded. Reference is made to Section 1 Paragraph 1 Sentence 3 AÜG.

4.4 The duration of the temporary employment per temporary worker shall be at least 6 hours per day; in all other respects, the provisions of the temporary employment contract between the lender and the hirer shall apply.

4.5 Invoicing and surcharges

Settlement shall be made on the basis of activity records which the employees submit to an authorized representative of the hirer for signature on a daily basis or at the end of the assignment. The hirer is obliged to confirm by signature the hours of attendance which the employees of the lender were at his disposal. Break times are to be shown separately. If time sheets cannot be presented to an authorized representative of the hirer for signature at the place of employment, the employees shall be entitled to confirm them instead. (The hirer's attention is drawn to Section 17c (1) AÜG, obligation to record and keep records).

Invoicing shall take place after the end of the assignment on the basis of the confirmed attendance hours - breaks shall also be calculated as working time. The basis for the calculation is the agreed hourly rate.

4.6 Authority of the hirer to issue instructions

The hirer is entitled to issue all instructions to the employee that fall within the defined scope of activities.

4.7 Duties of the hirer

4.7.1 Within the scope of its statutory duty of care, the hirer shall take suitable preventive measures to protect the employee with regard to his employment against discrimination on grounds of race or ethnic origin, gender, religion or ideology, disability, age or sexual identity.

4.7.2 The lender shall be allowed access to the area of activity of its employees at all times.

4.7.3 A separate written agreement must be concluded in advance if the leased employee is to be used in a position of trust and with access to personal data, money and valuables. Without this express written agreement, the employee may not be assigned to data processing, transportation or handling or collection of money and other means of payment. Payments made by the hirer to the leased employee are made at the hirer's risk and cannot be held against the lender.

4.8 Obligations of the lender

4.8.1 The lender undertakes to provide proof of qualification of the named employee upon request (e.g. driver's license, health certificate).

4.8.2 The employees provided to the hirer shall be selected in accordance with the requirement profile and the activity described by the hirer.

4.8.3 If, in exceptional cases, it should turn out that a leased employee is not suitable for the intended work, the hirer may demand that the unsuitable employee be replaced by a suitable one within the first four hours after the start of work.

4.8.4 The lender's obligation to perform shall be limited to one employee named in the temporary employment contract. If this employee is prevented from performing his work for reasons for which the hiring company is not responsible (e.g. due to illness or accident), the hiring company shall be released from its obligation to perform for the duration of the impediment. He is entitled to provide a substitute person.

4.8.5 Unforeseeable, unavoidable events beyond the lender's control and for which the lender is not responsible, such as force majeure, traffic disruptions, labor disputes (strike or lockout) shall release the lender from its scheduled service obligations for the duration of the event.

4.8.6 If the event lasts longer than six weeks or if the service to be provided by the lender becomes impossible as a result of the event, both the hirer and the lender shall be entitled to terminate the contract without notice. There shall be no obligation to pay damages in such cases.

4.8.7 The hirer may expel the employee from the assigned workplace during the work assignment and demand suitable replacement if there is a reason that would entitle the employer to extraordinary termination in accordance with Section 626, Paragraph 1 of the German Civil Code (§ 626 Abs. 1 BGB).

4.9 Data protection

The Hiring Party and the Lending Party shall only collect, process and use personal data of the respective other party and its employees and in particular of the temporary workers if and insofar as this is necessary within the framework of this contract in accordance with the statutory provisions. The hirer and the lender shall only collect, process and use data over and above this with the consent of the person concerned. The hirer and the lender shall observe the German Federal Data Protection Act (BDSG) as amended from time to time, as well as the data protection laws of the federal states, insofar as they are applicable in the respective regions. Furthermore, the parties undertake to comply with the EU Basic Data Protection Regulation. It is pointed out to the hirer that the temporary workers are employees within the meaning of the BDSG in relation to the Borrower pursuant to Section 26 (8) No. 1 BDSG.

4.10. Liability of lender and hirer

The lender shall be liable for the proper selection of a temporary employee who is suitable and qualified for the specific activity as well as for the provision of such temporary employee during the agreed temporary employment period.

The lender shall not be liable for any work performed by the temporary worker, as the temporary workers provided perform their work exclusively in accordance with the instructions of the Hiring Party. In particular, the lender shall not be liable for any poor performance or damage caused by the temporary worker provided. A leased temporary worker is not a vicarious agent, assistant or authorized representative of the lender.

Temporary agency workers who are provided are not authorized to collect payments on behalf of the hirer; the lender is therefore not liable for any damage caused by entrusting a temporary agency worker with money matters, such as cash management, safekeeping and administration of money and similar transactions. This does not apply if the aforementioned activities are expressly the subject of the temporary employment contract of the temporary employee provided.

The temporary employment agency shall be liable in the event of culpable injury to life, limb or health in accordance with the statutory provisions.

Furthermore, the lender shall be liable in cases of intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents, in accordance with the statutory provisions. In cases of gross negligence, the liability of the lender shall be limited to the foreseeable, typically occurring damage.

5. Obstacles to performance, delivery time, force majeure

The delivery and performance dates specified in the respective separate agreement shall be binding in principle.

Impediments to performance which are not attributable to the sphere of risk of Melles & Stein shall release Melles & Stein from its obligations for the duration of the impediment, the fulfilment of which has become – completely or temporarily - impossible. In the event of such release, Melles & Stein and the client shall be entitled to withdraw from the contract, even if the order has already been partially executed. If one of the contracting parties withdraws from the contract, Melles & Stein shall be reimbursed for the costs which it could reasonably consider necessary.

If disruptions in business operations occur for which Melles & Stein or its suppliers or subcontractors are not responsible, in particular cases of force majeure, such as war, civil unrest, epidemics, monetary, trade policy or other sovereign measures, natural disasters, strikes or lockouts, delays in the delivery of essential raw materials, etc., which are due to an unforeseeable event, Melles & Stein shall be entitled to withdraw from the contract in whole or in part with regard to the unfulfilled part of the contract.

The client may withdraw from the unfulfilled part of the contract if it cannot reasonably be expected to wait for a longer period of time and Melles & Stein declares that it will not be able to fulfill the contract in full in the foreseeable future.

The withdrawal must be declared in writing and without delay after the occurrence of the reason for withdrawal. In this case Melles & Stein shall be entitled to remuneration for the services rendered up to that point, whereby the services rendered shall also include claims of third parties which Melles & Stein has commissioned in reliance on the performance of the contract.

6. Withdrawal, cancellations

The client may withdraw from the contract by written notice up to the day of the event. The date of receipt of the written notice of withdrawal by Melles & Stein shall be decisive.

In the event of withdrawal by the client, Melles & Stein may demand reasonable compensation for the arrangements made, including lost profit and its expenses. Instead of the concrete calculation of the compensation for the withdrawal, Melles & Stein may claim the following lump-sum compensation for withdrawal fees, taking into account the usually saved expenses. The lump-sum cancellation fees amount to:

up to 56 days before the start of the event 25% of the agreed fee
up to 28 days before the start of the event 50% of the agreed fee
up to 14 days before the start of the event 75 % of the agreed fee
less than 7 days before the start of the event 90 % of the agreed fee

The basis for calculation is the fee agreed upon with the customer plus VAT minus the saved expenses (travel costs, accommodation, catering, etc.). The client shall be at liberty to prove that no or lower costs were incurred in connection with the withdrawal than the costs stated by Melles & Stein in the lump sum. The proof of higher damages by Melles & Stein shall remain unaffected.

If the client, despite declaration of completion, does not accept the services of Melles & Stein without good cause or if the client does not meet his payment obligations or does not do so properly, Melles & Stein shall be released from its obligation to perform after setting a reasonable period of grace and may claim damages.

7. Cancellation of the event due to official order or ban

Events which, in the opinion of both contracting parties, are designed to function or make sense exclusively in the form of a LIVE event may be cancelled by the client if legal prohibitions or an official order prohibit the event.

In the event of such a situation, Melles & Stein shall take all measures to ensure that the client does not incur any unnecessary further costs and shall inform any third-party companies involved without delay.

In this case, the client shall only have to bear the costs already incurred by Melles & Stein up to the time of the cancellation (e.g. planning costs, cancellation costs, etc.).

8. Contact protection, loyalty

The client undertakes not to directly or indirectly, e.g. via third parties, commission any action personnel used in the course of the cooperation with Melles & Stein in the course of the following 12 months after the event without the involvement of Melles & Stein.

9. Mode of settlement, payment, project progress, default

An advance payment of 100% of the expected total invoice amount becomes due upon the placement of the order, but no later than four weeks before the start of the event. The execution of the order depends on the timely receipt of the payment on account and is at the discretion of Melles & Stein if the deadline is exceeded. The outstanding balance is due on receipt of the final invoice. Any bank charges for transfers from abroad are to be borne by you.

In case of delayed payment, interest in the amount of 9% above the respective valid base interest rate of the European Central Bank will be charged. Our service is provided in Germany, therefore we are obliged to pay the VAT in Germany.

10. Complaints, defects, exclusion of liability

Complaints regarding deliveries not in accordance with the contract (missing quantities, wrong items) must be reported immediately to the supplier at the place of delivery and noted on the delivery bill. Otherwise, the delivery shall be deemed to have been accepted without complaint. If the supplier does not meet any of the customer's employees at the agreed time of delivery, the delivery shall also be deemed to have been accepted without complaint. Later complaints cannot be accepted. Complaints regarding the proper condition of the leased goods must be made within 24 hours of acceptance. Later complaints cannot be accepted. After expiry of this period, the client shall, unless otherwise provided by law (e.g. § 377 HGB), no longer have any claims against Melles & Stein based on warranty or other legal grounds, in particular no claims for damages, with the exception of the following provision. Melles & Stein shall be liable for

damages - irrespective of the legal grounds - within the scope of fault liability in case of intent and gross negligence. In the case of simple negligence Melles & Stein shall only be liable, subject to legal limitations of liability (e.g. care in own affairs; insignificant breach of duty), a) for damages resulting from injury to life, body or health, b) for damages resulting from the breach of an essential contractual obligation (obligation the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, the liability of Melles & Stein shall be limited to the compensation of the foreseeable, typically occurring damage. This shall also apply to breaches of duty by or in favor of persons whose fault Melles & Stein is responsible for according to statutory provisions. They shall not apply insofar as Melles & Stein has fraudulently concealed a defect or has assumed a guarantee for the quality and for claims under the Product Liability Act. In all other respects the statutory provisions shall apply.

11 Transfer of risk

Upon delivery of the goods, the client shall inspect them. The risk of loss, damage, diminution and deterioration as well as consequential damage shall pass to the customer upon acceptance of the deliveries or material and services of these Terms and Conditions by the customer. In the event of total loss or damage, the customer shall reimburse the replacement value (new price).

12. Warranted characteristics

Claims of the client due to the absence of warranted characteristics and services can only be derived if the warranted characteristic is expressly designated as such by Melles & Stein in the order confirmation. Otherwise, the client shall have no claims in this respect.

13 Confidentiality, data protection

The contracting parties mutually undertake to maintain secrecy about all internal business matters which have been entrusted to them or which have become known to them through their activities, even after termination of the contractual relationship. These shall be regarded as business secrets within the meaning of § 2 number 1 of the German Act on the Protection of Business Secrets (GeschGehG).

Melles & Stein shall be entitled to use the services rendered for the client as a reference in other contexts. The client shall be entitled to object to this in writing with effect for the future insofar as it can prove a justified interest in this respect.

It is pointed out that within the scope of the business relationship or in connection with it, personal data, whether originating from ourselves or from third parties, will be processed within the meaning of the EU-DSGVO. Melles & Stein refers to its data protection guidelines. These can be found at <https://www.melles-stein.de/de/datenschutz.php>.

14 Written form

Amendments or supplements as well as the cancellation of even individual provisions of these terms and conditions must be made in writing in order to be binding. Text form (e.g. e-mail) shall suffice for the cancellation of this provision.

15 Partial Effectiveness

Should one of the above conditions be ineffective, this does not affect the effectiveness of the remaining conditions. In place of the invalid contractual provisions, the contracting parties undertake to replace them without delay with a written agreement that comes as close as possible to the economic result of the invalid provision.

16 Jurisdiction

Among merchants, the exclusive place of jurisdiction for all legal disputes arising from the contractual relationship as well as its origin and effectiveness shall be Wuppertal, Germany.

17 Applicable Law

The contractual relationship is subject to the law of the Federal Republic of Germany.

Status November 2021

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