

General Terms of Business and Delivery

ProFair as the contractor

I. VALIDITY AND CONDITIONS

1. The Terms of Business and Delivery below shall be valid exclusively for all contracts, deliveries and other services of the company ProFair GmbH – hereinafter referred to as the contractor – as far as said contracts, deliveries and other services are not amended or excluded by the contractor in writing.

The General Terms of Business of the client – hereinafter referred to as the client – would not then be binding, if the contractor does not expressly reject same.

Even the contractor's signatures on paper and documents of the client, which contain the General Terms of Business on the reverse, shall not make them legally binding for the contractor.

2. The contractor shall be reserved the right to make changes to his General Terms of Business and Delivery at any time. For contracts and agreements that have not been definitively concluded, the amended terms of business shall be valid on their being announced. For contracts and agreements that have already been concluded, the new terms shall be valid four weeks after their being announced in writing to the client, should the contractual relationship entail a contract for the performance of a continuing obligation or a multiple delivery contract. In this case, the client may file an objection one week prior to the set time elapsing. The contractor shall then have the right to either process this agreement according to the old terms of business or to withdraw from the agreement.

3. The contractor's terms submitted here shall also be valid for future business between the contracting parties, even if this not expressly stipulated as such.

4. Should the subject matter of this agreement not be able to be delivered in accordance with the prescribed technical parameters, because the manufacturer has changed production subsequent to concluding this agreement, then the contractor shall be entitled to deliver the thus changed product.

Variations of the goods delivered in dimensions, weight and colour compared to the catalogue data/planning data shall be admissible, insofar as said variations are to be considered slight, falling in line with what is usual in the trade and reasonable for the client with his interests arising from this agreement being taken into due consideration.

II. OFFER AND ACCEPTANCE

The contractor's offers shall be non-binding and subject to confirmation; the same applies to prospectuses and advertisements. The client's order shall be binding; the order is realised, when the contractor confirms same in writing or by telex, etc.

The same shall apply to additions, amendments or ancillary agreements. Drawings, illustrations, dimensions and any other parameters shall likewise only then be binding, if this is expressly stipulated in writing.

Characteristics that are promised shall likewise be in writing. The contractor's employees or subcontractors shall not be entitled to make oral agreements or influence the contents of this agreement.

III. PRICES

1. The prices shall be valid for four months from the day this agreement is concluded on. With longer delivery period, the contractor shall be entitled to pass on any increases in costs that have been incurred in the interim (production, delivery, assembly) as well as increase in costs through legislation (sales tax, social security contributions, and so on) by increases in prices to the client in the same relation. Should the increase amount to more than 10% of the net order value, the client shall be entitled to withdraw from the agreement. He must give notice of this withdrawal in writing within 10 days after the price increase has been announced in writing.

The prices and tariffs shall be valid plus the applicable statutory value added and are understood »ex works«.

2. Additional volumes supplied and subsequently arranged, or any necessary changes, particularly those arising from a previously unknown construction situation, shall be accounted additionally. This shall also apply to all-inclusive orders.

Should corresponding work thus arising lead to work on Saturdays, Sundays, holidays or at night, the contractor shall be entitled to a premium of 50% with regard to the prices stated in the offer.

3. Should the client demand special talks subsequent to the order being awarded, he shall bear the resultant cost expenditure (time, board, lodging).

4. Should the fair stands or parts of same not be returned at the time stipulated, the client shall again pay leasing for the lacking parts for a leasing period of the same length.

5. Should shipment between the parties be arranged, then the risk of shipment shall pass to the client as of the delivery to the person authorised by the forwarding agent. The contractor shall not undertake any liability for damage to or loss of the exhibitor's own products.

IV. PAYMENT

1. For fair and exhibition constructions, 50% of the entire amount of money shall be paid – unless otherwise stipulated in individual cases – when the order is awarded and 50% directly when the construction is completed. Complete payment of the entire order amount shall be made, in any case, prior to the fair opening. Should payment not be made completely or in due time, the contractor shall be entitled to right of retention on the construction/work up to complete payment; the contractor shall be particularly entitled to refuse transfer of the stand.

Deductions in accordance with §§ 48 et sequ. EStG shall not be admissible, since there is a written release from the Hilden Finance Office.

In consideration of the special commercial conventions in fair construction, retention of payments or offsetting for reputed counter claims shall be excluded. Not affected by this shall be undisputed or legally determined claims. For the rest, the client shall be entitled, outside the current exhibition, to pursue and realise his reputed claims.

Should the client be in arrears with payment, the contractor shall be able to charge interest, without evidence, to the statutory amount as of the time for payment – see above. Further claims for compensation or damages caused by delay of the contractor shall remain reserved.

2. Interest shall be paid on prepayments; bills of exchange or cheques shall be accepted as payment as well as subject to discounting possibility. The client shall bear any costs incurred by this type of payment. In the absence of redemption, the contractor shall not be obligated to raise protests against bills of exchange, cheques or other papers.

Payments in this form shall only be said to be made, if there is unconditional credit in the contractor's favour. Should cheques, bills of exchange or any other banker's orders not be credited in due time, or should the client stop his payments in any other manner, the contractor shall be entitled to accelerate maturity of the entire existing residual debt, even with the availability of further banker's orders.

V. DELIVERY PERIODS

1. Delivery periods or deadlines must be in writing. In the field of trade fair construction, the contractor shall deliver on fixed fair dates. Delivery dates only start to run, when advance payment is made in accordance with Section IV. The same applies, if the client realises his own services (material disposition, construction drawings, etc.).

2. The contractor shall be released from the delivery periods in case of unforeseeable obstacles, for examples, in cases of force majeure, official measures, interruptions in transport and operations, as well as difficulties in production that could not have been foreseen.

VI. CREDITWORTHINESS

The client shall assert that he has at his disposal at the time of ordering adequate financial resources to make payment. Any economic or financial problems that may subsequently be incurred shall be immediately notified. Should it be discernible that the client is not in a position to make complete payment, the AN shall be able to withdraw from the agreement.

VII. CUSTODIAL CARE OBLIGATION

1. Leased constructions/stands as well as material, AV equipment, PCs and the like shall be treated with care by the client; any damage or loss, e.g. through theft, shall be immediately reported to the contractor. The client shall be liable for damage and wear, not resultant from foreseen use. For the rest, the client shall be charged for the downtime costs for the period of reacquisition and reinstatement.

2. The client shall be prohibited to intervene in the stand construction or statics. In case of prohibited intervention, the client shall be directly liable himself towards the contractor and possible third parties.

3. The contractor shall preclude any liability of his own for the items introduced, such as exhibits and personal property of the client or third persons.

The client shall undertake to initiate his own insurance regarding this.

VIII. TITLE RETENTION

The delivered items shall remain the contractor's property until complete payment has been made of all claims existing from the business relations with the client. The contractor expressly prohibits further processing of the items delivered by him prior to complete payment.

Should the client contravene this requirement, the newly acquired product shall devolve to the contractor's sole property.

IX. GUARANTEE

1. The client shall undertake to make the formal acceptance of the stand possible, and assign a member of staff authorised to represent, particularly in this respect for the transfer date. Should

there be no formal acceptance, the stand shall be said to be accepted free of faults, as far as the client is concerned, with the fair and exhibition operations opening.

2. Concerns due to open issues shall be immediately claimed in writing, either in the acceptance record or at the latest up to 12:00 midday of the first fair or exhibition day. Should the client not report any faults by this time, the stand shall be said to be free of faults. Notices of defects shall be submitted solely to the contractor in writing; subcontractors are not entitled to accept notices of defects.

The contractor shall be entitled to the right for reworking and replacement. All costs for deficiencies, which the contractor is responsible for, shall be charged to him. Should reworking not be a success, the following will be valid:

a) for fair stands:

should the stand be usable at least in a limited manner, the client shall not be entitled to conversion; he shall still have the right for reduction. In this connection, the parties shall clarify the issue to the effect that leased stands are not built of new material; this means reasonable marks of use will not provoke any warranty rights. Taking the conventions in trade fair construction into due consideration, guarantee claims shall only be made, if and when all payments in accordance with Section IV. have been made beforehand.

b) for sales stands:

should the contractor be granted a second reworking right, in special cases a third reworking right. Should reworking not be successful even then, the client shall be entitled to the full statutory warranty claims. For the contractor's goods and services, the warranty period shall be one year – calculated from the day of transfer.

X. LIMITATION OF LIABILITY

Claims for compensation arising from positive claim infractions, from default with this agreement being concluded or from unauthorised action shall be excluded both against the contractor as well as against his servants or assignees, inasmuch as damage has not been caused intentionally nor grossly negligibly.

XI. STORAGE

In case of storage of fair stands and for multiple use of fair stands, the contractor points out that the resultant additional marks of use shall not be charged to him.

XII. COPYRIGHTS

1. Should the contractor work according to the client's plans, and should third parties make claims for rights to these plans or constructions, then the client shall release the contractor in their internal relationship from all claims – even in cases of a lawsuit. The contractor shall not undertake to check beforehand as to whether the documents conveyed to him by the client touch upon the copyrights of third parties.

2. Drafts, drawings and models that have been produced by the contractor shall remain his property and in his ownership with all rights pertaining. The client shall be able to further exploit this intellectual property of the contractor only with the latter's approval and against payment of a corresponding leasing fee. Should drafts of the client be conveyed to third persons and exploited by them, the client shall undertake to make payment of the licensing fee as in a proper purchase.

Should the client have bought the stand resulting from the drafts, the copyrights will automatically devolve to the client.

XIII. APPLICABLE LAW – COURT OF JURISDICTION

1. The business relations of the parties shall be regulated solely by German law.

2. Sole court of jurisdiction for all disputes directly or indirectly arising from the business relations shall be Duesseldorf.

XIV. SEVERABILITY CLAUSE

Should one provision of the above terms of business or one provision of an agreement individually concluded between the parties be invalid, the validity of the remaining provisions of these terms of business or of the individual agreement shall not be affected. Rather, the parties shall undertake to replace the invalid provision with a provision that best approximates the desired economic success of the invalid provision.

ProFair as the client

The preceding order is granted by ProFair only under the express condition that the contractor declares he is in agreement with the validity of ProFair's General Terms of Business and Delivery as well as with the stipulation that any payments on account/advance payments be only due, if a bank guarantee is issued beforehand by the contractor to a corresponding amount in ProFair's favour. Furthermore, ProFair shall be reserved the right to withdraw from this agreement, should the contractor make false statements about his credit rating, or should the contractor's lack of creditworthiness become an issue. In this case, the contractor shall not be entitled to any claims for compensation to ProFair.