

## **INFINITYCONST GmbH General Terms and Conditions of Lease (Date: November 2017)**

### **1. Scope, entrepreneur, conclusion of contract**

- a. These General Terms and Conditions of Lease and the quotations issued by the Lessor apply to all services provided by the Lessor. All agreements entered into with the Lessor shall be drawn up exclusively on the basis of these General Terms and Conditions of Lease. This also applies to future legal transactions.
- b. The incorporation of other general terms and conditions of business, in particular those of the Lessee, is hereby expressly refused. Any terms and conditions that differ from these General Terms and Conditions of Lease must be confirmed in writing by the Lessor in order to be deemed effective.
- c. The Lessee hereby confirms that they are an entrepreneur as defined in Section 14 of the German Civil Code (BGB).
- d. Any quotations we issue are intended solely as a means of initiating a contract. As such, they are non-binding and conditional unless otherwise declared in writing. Following placement of an order by the Lessee, the Lessor shall send the Lessee an order confirmation. This confirmation shall be used as the basis upon which the Contract is drawn up.
- e. All agreements, orders, modifications, cancellations and terminations must be submitted in writing in order to be deemed effective.

### **2. Leased Property, term of the lease**

- a. The term "Leased Property" refers exclusively to the used trade fair materials listed in the Contract. The packaging for the Leased Property shall remain the property of the Lessor, and must be returned accordingly.
- b. The lease shall remain valid for the individually agreed period (term of the lease); no termination is required. The right to termination for cause is reserved.
- c. If the Lessee continues the use of the Leased Property after the term of the lease has expired, the lease relationship shall not be deemed to have been extended. Section 545 of the German Civil Code (BGB) does not apply. Any extension or renewal of the lease relationship beyond the expiry of its original term must be agreed in writing.

### **3. Purpose of the lease, use, permits**

- a. The Leased Property shall be handed over to the Lessee on the understanding that it be used exclusively for the purposes of erecting mobile trade fair/exhibition structures. Any modification to this use is only permissible with the prior written consent of the Lessor. It is forbidden to take the Leased Property to any location other than the agreed trade fair/exhibition site.
- b. The Leased Property is permitted exclusively for indoor use. The Lessee shall be held liable for any damage resulting from any use of the Leased Property that is contrary to the Contract.
- c. The Lessee bears the sole responsibility for obtaining any permits required in order to erect the mobile trade fair/exhibition stands, in particular for obtaining planning and usage permission and meeting any applicable structural requirements.
- d. The Lessor accepts no responsibility for ensuring that the specific use of the Leased Property as intended by the Lessee is permissible.
- e. The Lessee must grant the Lessor unobstructed access to the Leased Property at any and all times.

### **4. Lease, withdrawal, additional costs, deadlines, deposit, delay on return, compensation**

- a. The lease is due in advance. Specifically, a down-payment as listed is due immediately following the conclusion of the Contract, and a final payment as listed is due five (5)

working days prior to the shipment of the Leased Property or collection of the same by the Lessee, at the latest.

- b. The Lessor shall be entitled to withdraw from the Contract if the Lessee fails to pay the down-payment and/or final payment by the agreed deadline.
- c. Unless otherwise agreed, all prices are exclusive of the legally applicable value-added tax, which is currently charged at a rate of 19%.
- d. The agreed total lease represents a one-time fee covering the entire term of the lease agreement. If the Lessee returns the Leased Property earlier than agreed, this shall not exempt the Lessee from their payment obligations. Likewise, the Lessee must still honour their payment obligations in the event of non-acceptance of the Leased Property. Termination for convenience is not permitted.
- e. If the Leased Property is not returned to the Lessor on time, the Lessee shall pay the Lessor compensation for use in accordance with the respective listed price of lease per day **for each day** for which the return is delayed.
- f. Unless indicated otherwise in this Contract, the Lessee shall bear any and all additional costs for the Leased Property and its use, in particular the costs of construction and dismantling, collection and delivery, acceptance by third parties, etc.
- g. In particular, the following costs are not included in the price: site rental costs, connection costs, costs for permit application procedures (e.g. proof of stability), and fees of any kind charged by trade fair companies. This also includes the costs for waste disposal, flooring and other domestic waste, plus all consumption costs, such as electricity and water costs. Additional services must be agreed separately.
- h. The Lessee is only entitled to compensation if their counter-claims are legally recognised or undisputed. The same applies to any reductions or rights of retention.
- i. Upon conclusion of the Contract, the Lessee shall pay the Lessor a deposit at the listed price. This must be transferred as a cash deposit to the Lessor's account, and shall be returned at the end of the lease relationship, providing and as soon as the Leased Property is returned in full order, in its entirety and without defects, and providing there are no other claims, expected or current, on the part of the Lessor. In particular, the deposit acts as insurance against loss and damage, and can be used to cover any claims for damage through use.

### **5. Hand-over of the lease property, delivery, assumption of risk, responsibility, insurance**

- a. The Lessee hereby undertakes to collect the Leased Property at their own cost from the Lessor's business premises or another location specified by the Lessor.
- b. If the Lessee requires delivery of the Leased Property, this shall be provided at the cost and risk of the Lessee. The risk of deterioration and accidental loss transfers to the Lessee or their representatives upon hand-over of the Leased Property to the Lessee and, in case of delivery, to the transport person responsible for the delivery, again at the point of hand-over.
- c. The Lessee shall receive the Leased Property in the proper condition prevailing at the time the Contract is concluded, and shall recognise this condition as being in accordance with the Contract and, in particular, free of defects. If the Lessee has any objections regarding any defects or incomplete provision of the Leased Property, they must notify the Lessor of said objections in writing upon collection or immediately following receipt of the Leased Property. Section 377 of the German Commercial Code (HGB) applies, providing the Lessee is a trader.
- d. Since the Leased Property consists of used items, normal signs of use do not constitute grounds for improvement, replacement or return claims on the part of the Lessee. This also applies to variations in the colour and surface typical to the material in question.
- e. The Lessee hereby undertakes to take out insurance at their own cost prior to the start of the term of the lease, to

maintain said insurance throughout the term of the Contract, and to provide the Lessor with proof of said insurance upon request. This insurance must cover the following risks: fire, mains water, natural hazards, theft and vandalism.

#### **6. Intended use, sub-letting**

- a. It is not permitted to hand the Leased Property over to third parties not affiliated with the Lessee, except with the prior written consent of the Lessor. The use by exhibitors or their representatives of the mobile trade fair/exhibition object erected using the Leased Property does not constitute hand-over to third parties.
- b. Any changes to the Leased Property (optical changes, technical modifications, etc.) are forbidden without the prior written consent of the Lessor, and must be removed or reversed at the end of the lease relationship unless the Lessor waives said requirement.

#### **7. Care, servicing/maintenance and repairs, damage**

- a. The Lessee hereby undertakes to satisfy all the legal requirements and instructions from the relevant authorities regarding the Leased property, and to fulfil said requirements at their own cost. Furthermore, the Lessee undertakes to observe the manufacturer's instructions and ensure that all maintenance work on the Leased Property is performed properly and in good time, either by the Lessee themselves or by a third party contracted for this purpose.
- b. The Lessee hereby undertakes to handle the Leased Property, including all accessories, etc. with the necessary care and attention, to keep it in good, usable condition, and to guard it from theft. The Leased Property must not be stuck to anything, have nails driven through it, be painted, or be impaired in any other way.
- c. The Lessee shall be liable to the Lessor for all damage the Lessee has caused through culpability due to improper handling of the Leased Property, and also for any theft or loss of the Leased Property. Likewise, the Lessee shall be liable for any damage caused by their employees, visitors, suppliers or other people present on the Lessee's rental premises with the permission of the Lessee. The Lessee must notify the Lessor of any damage or loss immediately upon discovery of same. The Lessee shall be liable for any damage resulting from a delay in notification.

#### **8. Legal duty to ensure safety, liability of the Lessee**

- a. The Lessee shall assume the legal duty to ensure safety with regard to the Leased Property. The Lessee hereby excludes the Lessor from all claims resulting from a violation of the legal duty to ensure safety.
- b. If the Lessee culpably violates one of their duties, the Lessee shall be liable for any resulting damages. In case of damages, the Lessee hereby undertakes to take all the necessary measures to ensure damage limitation and preservation of evidence.

#### **9. Liability of the Lessor**

- a. The Lessor shall only be liable for pre-existing defects in the Leased Property if the Lessor is responsible for said defects.
- b. Claims for damages on the part of the Lessee, regardless of form and including claims arising from impermissible action or consultation given prior to conclusion of the Contract, shall be limited to cases of intentional or grossly negligent violations of obligation on the part of the Lessor and their assistants and vicarious agents. The Lessor shall only accept liability in cases of slight negligence – including that on the part of the Lessor's assistants and vicarious agents – if said slight negligence represents a violation of a key contractual obligation (material obligation). In such cases, the liability of the Lessor shall be limited to typical, foreseeable and direct damage. The term "material obligation" hereby refers to any obligation whose fulfilment is essential to the proper performance of the Contract, and that the Parties to the Contract can normally be trusted to observe.

- c. The limitations and exemptions of liability listed above shall not apply in case of injuries to life, limb or health that can be traced back to an intentional or negligent violation of an obligation on the part of the Lessor, or a corresponding violation of obligation by a legal representative or vicarious agent of the Lessor. All other limitations of liability on the part of the Lessor shall remain unaffected. The limitations of liability listed above shall also apply in favour of the Lessor's assistants and vicarious agents.

#### **10. Return of the Leased Property**

- a. The Lessee hereby undertakes to return the Leased Property, including any accessories, documentation, etc., to the Lessor's premises or the place of collection in proper working condition at the end of the lease relationship. If the Lessee chooses to send the returned property rather than delivering it themselves, the Lessee shall bear the risk of such delivery.
- b. The Lessee must return the Leased property properly, in the packaging provided by the Lessor and as received, and notify the Lessor in good time as to when the return will be made.

#### **11. Severability clause, jurisdiction, data privacy**

- a. All changes to this Contract, including to this written form clause, must be made in writing. The Parties have not made any verbal agreements.
- b. Should any provisions of this Contract or parts thereof be invalid or unenforceable, or should they lose their validity or enforceability at a later date, this shall not affect the validity of the remaining provisions of this Contract.
- c. The same shall apply in the event that any loopholes are discovered in this Contract. The invalid or unenforceable provisions must be replaced by a suitable regulation that, as far as legally possible, represents as closely as possible the original intention of the Parties to this Contract, or what their intention would have been based on the meaning and purpose of the Contract if they had considered the aspect in question when concluding the Contract or adding the provision in question.
- d. We reserve the right to process and retain in accordance with the applicable data privacy laws the data we have received pertaining to the Lessee with regard to or in relation to the business relationships, regardless of whether said data originated from the customer themselves or from a third party.
- e. The place of jurisdiction shall be Hanover, Germany. Providing the Lessee is a registered trader, a legal entity under public law, or a special fund under public law, Hanover, Germany shall act as the court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, the Lessor is also entitled to institute proceedings against the Lessee in the court of law that has jurisdiction over the location of their premises.
- f. All legal relations between the Lessor and the Lessee are subject to the law of the Federal Republic of Germany, to the exclusion of the UN Convention on the International Sale of Goods and private international law, even if the Lessee's company premises or domestic residence are situated in another country.

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