

General Terms and Conditions of Purchase

1. Scope

- 1.1 For the purchase of goods and services the existing "general terms and conditions of purchase" and the general contract conditions VOL/B [German Contracting Terms for Supplies and Services Part B] shall apply when performing the services. In contrast, the HMC's additional contractual conditions regarding VOB/B [German Construction Contract Procedure Regulations Part B] shall apply for construction work as defined by the German Construction Contract Procedure Regulations Part B.
- 1.2 The contractual parties are Hamburg Messe und Congress GmbH (hereinafter called HMC) and its contractual partner or other third party, if not one and the same (e.g. an agency) (hereinafter referred to as "contractor").
- 1.3 These "general terms and conditions of purchase" shall be applicable to the exclusion of any others; HMC shall not recognise any differing or conflicting conditions of the contractor unless it has explicitly agreed to them in writing. This approval requirement will also apply if HMC accepts the contractor's services unreservedly while aware of the contractor's differing or supplementary general terms and conditions.
- 1.4 The "technical conditions of delivery" or any other conditions of delivery agreed and the HMC's house rules shall apply in addition to these "general terms and conditions of purchase". The contractor is obliged to ensure that the employees it commissions, vicarious agents, sub-contractors or other third parties comply with the "general terms and conditions of purchase" or other conditions of delivery agreed and the house rules without limitation and in a binding manner.

2. Conclusion of contract/Contractor obligations/Minimum wage

- 2.1 HMC orders or supplements, extensions, amendments, variances, etc. thereof (hereinafter referred to as "orders") which HMC may request at any time must be made or confirmed in text format at the very least (letter, fax or e-mail) via HMC's purchasing department. Otherwise, they will not be legally binding.
- 2.2 If orders are not confirmed by the contractor within five days, HMC shall be entitled but not obliged to assume the contractor's performance.
- 2.3 If the contractor instructs third parties (e.g. subcontractors, agencies or freelancers) in connection with the execution of the order and/or if the contractor permits third parties to prepare, execute and/or process the order, the contractor hereby undertakes, on the first request of HMC, to fulfil the obligations incumbent on the third party or third parties towards HMC. The contractor shall be obliged to accept the actions and declarations of the third party as its own against itself. The contractor may only transfer its contractual obligations to others with prior written approval from HMC.
- 2.4 The parties are aware that within the framework of the German Minimum Wage Act (MiLoG), HMC (employer) may be liable for employees of the contractor and for employees of subcontractors commissioned by the contractor for the provision of services regarding

payment of the minimum wage in accordance with MiLoG. The contractor is fully aware of the provisions of MiLoG. He is obliged to take all necessary measures to comply with the provisions of MiLoG and to comply with the provisions without restriction. Insofar as the contractor avails of subcontractors/lenders for the provision of services, he is obliged to take all necessary measures to ensure that these also comply with the provisions of MiLoG. If the contractor culpably breaches the obligations, he shall be obliged to pay a contractual penalty for each case of infringement in an amount which the employer may reasonably determine and which may be reviewed by the responsible district and regional court. In compliance with all statutory provisions, the contractor shall grant HMC the right to monitor compliance with the provisions of MiLoG. The contractor must therefore submit suitable evidence upon request which proves that he is complying with MiLoG. The contractor shall indemnify HMC against all third-party claims which are asserted against HMC due to or in connection with violations of MiLoG by the contractor and/or vicarious agents of the contractor in full and on first demand. This applies in particular to claims against HMC pursuant to Section 13 MiLoG in conjunction with Section 14 AentG (German Act on the Posting of Workers) and for possible subsequent payments of social security contributions and resulting fees.

3. Prices

- 3.1 The agreed prices are fixed prices. They shall apply including insurance costs, freight, customs duty, packaging costs and other taxes or ancillary services at place of fulfilment/delivery point HMC. General discounts on list prices or on the prices of serial brands must also be granted to HMC. The full invoiced sum for packaging which is returned with freight paid shall be credited to HMC.
- 3.2 All deliveries and services to be provided by the contractor in accordance with the order shall be satisfied with the agreed price. This also comprises all statutory requirements and documentation and those necessary for operation, use, set-up, assembly, working, processing, storage, maintenance and repair. Official permits needed from the authorities must be obtained by the contractor at the latter's expense and risk.

4. Deadlines

- 4.1 Agreed delivery and performance deadlines are binding. They shall be understood as time of arrival at destination point. HMC must be notified immediately as soon as compliance with these deadlines is jeopardised or this seems to be the case.
- 4.2 In the event of non-compliance with delivery and performance deadlines with no subsequent deadline being set, HMC may continue to demand the delivery/performance and compensation for delay or compensation for non-fulfilment and withdraw from the contract, at its option. Any additional costs arising here shall be borne by the contractor.

5. Deliveries, services, storage and acceptance

- 5.1 Packing slips or bills of delivery bearing the HMC order number must be included with deliveries. They must contain correct information on all goods and packaging, specifications and a description of the goods. The

consignments must be free of freight charges for HMC. Freight charges to be paid in advance by HMC shall be invoiced to the contractor. HMC explicitly reserves the right to accept excess deliveries or under-deliveries.

5.2 HMC shall check to ensure that the agreed quantities and type have been delivered and/or if there are any defects. This inspection shall be limited to an inspection of incoming goods, with an external appraisal of the goods. HMC must only give notice of defects which become apparent here (transportation damage, obviously incorrect deliveries or under-deliveries, etc.) within a time limit of two weeks of the delivery being consigned. The obligation to give notice for defects discovered subsequently will remain unaffected.

5.3 The risk of deliveries or services suffering accidental loss or accidental deterioration shall be borne by the contractor until the delivery has been consigned and the service has been accepted. Section 447 BGB [German Civil Code] shall not apply. Storage of deliveries and services on HMC's premises shall be at the sole risk of the contractor. No contract of safe keeping shall be concluded with the provision of the storage space. HMC shall be entitled to have stored objects removed at the expense, cost and risk of the contractor.

5.4 The legal duty to maintain safety shall be incumbent on the contractor until the consignment of the delivery and the acceptance of the service. The contractor is obliged, when executing the services, to comply with all applicable statutory provisions, in particular those regarding occupational safety and accident prevention, at its own responsibility. When working on HMC's premises, it is imperative that the contractor comply with the house rules and safety provisions as well as the HMC's "Technical Guidelines for Trade Fairs and Exhibitions" and the HMC's "Safety Guidelines for Conventions, Conferences and Events". Otherwise, HMC shall be entitled to refuse the provision of the delivery or service. This shall also apply if deliveries and services are executed by third parties on HMC's premises. HMC must be given previous notification in good time of their employment.

5.5 After the full provision of all agreed deliveries and services, HMC shall accept them, drawing up written verification.

6. Payments/Securities

6.1 At the option of HMC, there shall be a 3% discount for payment for deliveries and services within 14 days, a 2% discount for payment within 21 days and no deduction for payment within 30 days after delivery and service have been rendered completely and the invoice has been properly received by HMC.

6.2 The payment deadline shall begin when an auditable invoice has been received by the office stated in the following. Invoices must contain the order number and be sent to HMC Rechnungswesen (Rechnungseingang), Messeplatz 1, D-20357 Hamburg. Instead of posting it, the invoice may also be sent in pdf format, via e-mail to the following address: accounting@hamburg-messe.de

6.3 Payments to HMC shall not signify recognition of proper delivery, provision of services and accounting.

7. Rights of use

7.1 The deliveries and services must be free of third-party rights of use and property rights which may rule out or restrict use by HMC. The contractor shall indemnify HMC from all claims resulting from the violation of such rights. The contractor shall bear costs for fees for third-party property rights.

7.2 The contractor must grant the necessary rights of use to deliveries and services protected by third-party property rights without delay and at its own expense, also after the fact. This shall include the contractor granting to HMC exclusive unrestricted and transferable rights with regard to location, space and time for all types of use.

7.3 The granting of rights of use shall, in particular, include the authorisation of third parties to grant further rights of use, rights to processing and other restructuring, rights to tangible and intangible reproduction, rights to dissemination, presentation and demonstration as well as the right to make publicly accessible.

7.4 In the case of software solutions, provided that they are developed individually for HMC, the granting of rights of use must also extend in particular to their object and source codes, descriptions and documentation as well as other materials required for the exercising of rights of use. The software must be made available with due regard to the principles of proper data processing.

8. Documents

8.1 Technical deliveries must be delivered with the correct declaration of conformity, or CE marking, and in accordance with the recognised rules of technology.

8.2 Results, documentation, drawings, templates, components, materials, accessories, etc. produced or procured by the contractor on behalf of HMC shall become the property of HMC. They must be surrendered to HMC upon request and without delay. Otherwise, the contractor shall be liable for any costs which are incurred as a result. The contractor may only manufacture products ordered according to HMC's documentation for HMC, not put them into circulation elsewhere, use them or make them available to third parties.

8.3 The contractor must store any materials, objects, documents, data, drawings, etc. which HMC surrenders to it and which are in its ownership carefully and insure them against fire, theft and other damage at its own expense. They shall also remain the property of HMC if they are incorporated into deliveries and services or combined with other materials, objects, documents, data, drawings, etc. The use of HMC's materials, objects, documents, data, drawings, etc. by third parties shall require prior written approval from HMC.

9. Assignment/Offsetting and retention

9.1 The contractor shall not be entitled to assign its rights and obligations arising from this contract or transfer them to third parties. Section 354 a HGB [German Commercial Code] shall not be affected.

9.2 The contractor shall have a right of retention only in the case of undisputed claims or claims established as final and absolute by judicial ruling. The same shall apply for any contractor offsetting. The contractor may not assert

rights of retention arising from other contractual relationships with HMC. The contractor may not assert a right of retention to materials, objects, documents, data, drawings, etc. of any kind either, insofar as they have been made available by HMC or surrendered in any other way.

10. Clearance

All objects, materials, structures and decorations brought in by the contractor to fulfil HMC orders must be removed completely by the contractor by the agreed end of the contribution and the original condition restored in a cleaned state. The contractor shall bear the expense of cleaning and of waste disposal as appropriate. The contractor must ensure that no waste is left behind on the HMC site. Remaining waste must be disposed of by the contractor completely and properly. Otherwise HMC shall be entitled to have the waste removed at the expense of the contractor and to invoice the latter for the ensuing costs.

11. Cancellation by HMC

11.1 In the event that fundamental contractual obligations are breached, HMC shall be entitled, having allowed additional time and threatened to refuse performance to no avail, to withdraw from the contract in the following cases in particular:

- a) The services to be provided by the contractor have not been provided or not provided on time
- b) The official permits or licences necessary for the fulfilment of the respective order have not been issued
- c) The contractor has breached statutory provisions or official conditions and orders
- d) Insolvency proceedings are opened against the assets of the contractor or the petition to open insolvency proceedings is dismissed for lack of assets

11.2 Should HMC exercise its right of withdrawal pursuant to one of the reasons listed in 11 (1) a) to d) above, it shall retain the right to claim payment of the agreed charges but shall be required to offset any expenditure saved.

12. Contractor guarantee/Contractual penalty

12.1 The contractor shall guarantee that the service and/or delivery does not exhibit any defects compromising its value or capabilities, has the agreed or guaranteed quality, is suitable for the type of use required according to the order, complies with the generally recognised rules of technology, the applicable statutory provisions, the respectively applicable technical guidelines and provisions, safety-related requirements and occupational health and safety and accident-prevention provisions and is free of third-party rights. This indemnity obligation shall also extend to any costs of formal cease-and-desist warnings, court costs, and costs of legal proceedings.

12.2 If the contractor does not comply with an obligation to provide supplementary performance within an appropriate time limit set by HMC, HMC may rectify the defect itself or demand compensation from the contractor for the necessary expenses incurred, including an appropriate advance payment. If subsequent performance by the contractor fails or HMC finds it to be unacceptable, in particular due to special urgency, danger to operational safety, or due to the

imminent occurrence of disproportionate damage, no time limit will need to be set. The contractor must be given prior notification of any self-rectification in any event, where possible.

12.3 The contractor must pay HMC a contractual penalty to be determined by HMC at its own discretion for any services not provided in accordance with the contract, the extent of which may be examined by the court with jurisdiction in the event of a dispute, unless the contractor is not responsible for it. The assertion of further damages by HMC shall be unaffected. If HMC accepts the delivery or service, the contractual penalty may be asserted if a corresponding reservation is declared to the contractor within 10 calendar days, starting with the acceptance. In the case of partial deliveries/services, HMC shall reserve the right of assertion until the final payment.

13. Liability

13.1 The contractor shall be liable for all of HMC's damages caused by the contractor, its vicarious agents and suppliers and other third parties in connection with the fulfilment of the contract or order. The liability shall still apply even if the contractor is not to blame in the selection of its agents. Any damage must be reported promptly to HMC and, where applicable, to the police.

13.2 The contractor shall be liable for returning, in perfect condition and in the correct quantity, all surfaces, spaces and objects (including devices, keys and systems) borrowed from HMC.

13.3 In the case of gross negligence, HMC shall be liable only for neglect on the part of its legal representatives and senior executives, except in the case of a breach of fundamental contractual duties (cardinal obligations) or injury to life, limb or health. In case of slight negligence, HMC shall be liable only in the case of a breach of fundamental contractual duties or injury to life, limb or health. It shall be liable only for damage typical and foreseeable under such contracts and for direct damage and standard losses, regardless of the legal grounds.

13.4 Where HMC's liability is excluded or limited under the provisions of these general terms and conditions of purchase, the same shall also apply for the vicarious agents of HMC.

14. Statute of limitations

The statutes of limitation shall apply unless anything to the contrary has been explicitly agreed in the order. If a delivery item is completely replaced or delivered at a later stage, the statute of limitations shall begin again. If it is partially replaced or delivered at a later stage, this shall apply to the replaced or subsequently delivered parts. The statute of limitations shall not restart if the contractor discernibly acts without recognising its obligation to rectify defects.

15. Obligation to maintain confidentiality

15.1 The parties undertake not to disclose any information to which they become privy through their cooperation and in relation to one another, and not to communicate it to third parties even after termination of the contract.

15.2 The information, tools, data-processing systems and other devices made available may only be used for the

execution of the order. Any other type of use, for example for the contractor's own purposes, is hereby ruled out.

- 15.3 Prior written approval from HMC shall be required for any disclosure of existing business relationships with HMC. The same shall apply for the publication of data connected with this contractual relationship.

16. Data protection

- 16.1 The contractor is obliged to comply with all data protection provisions as amended from time to time. The contractor must instruct all employees on the applicable data protection provisions and place them under an obligation to comply with data secrecy and confidentiality. These declarations must be submitted to HMC or its data protection officers upon request.

- 16.2 The contractor's data shall be processed by HMC for conducting the business relationship according to the provisions of the current versions of the General Data Protection Regulation (DS-GVO), the German Federal Data Protection Act new (BDSG-neu) and the German Telecommunications Act (TKG). The data shall under no circumstances be passed on to a third party. These declarations must be submitted to HMC or its data protection officers upon request.

- 16.3 The contractor shall have a right to access, rectify, cancel and block his personal data. If he should wish to cancel his personal data stored with HMC, this wish shall be complied with immediately provided the cancellation does not conflict with any documentation or retention requirement.

The contractor shall be entitled to object to his data being used at any time for the purposes indicated above via datenschutz@hamburg-messe.de or to revoke any consent given.

The contractor shall receive further information on data security in the data protection regulations of the HMC at <http://hamburg-messe.de/datenschutz>. The operational data-protection officer of the HMC can also be reached there.

- 16.4 If personal data are processed by the contractor on behalf of HMC during an order, the current version of the HMC's annex "Agreement for order processing according to Article 28 DS-GVO" shall generally apply. In cases of doubt, the HMC's operational data protection officer should be contacted.

17. Final provisions

- 17.1 Should any provision in these "general terms and conditions of purchase" be or become invalid or impracticable, this shall not affect the validity of the other provisions in these "general terms and conditions of purchase". In any such case, the contractual parties undertake to agree a valid and practicable provision which comes as close as possible to the purpose of the provision to be replaced and in line with the general tenor of the general terms and conditions of purchase. The same shall apply to any omissions or loopholes in the general terms and conditions of purchase.

- 17.2 The place of performance and jurisdiction for both contractual parties for all mutual obligations, including all payment obligations, shall be Hamburg, provided that the contractor has the status of a merchant, body

corporate under public law, or of special assets under public law, or has no general place of jurisdiction within Germany. HMC reserves the right, however, to take legal action in the contractor's place of general jurisdiction.

- 17.3 The "general terms and conditions of purchase" shall be governed solely by German law, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

- 17.4 The European Commission provides a platform for online extrajudicial dispute resolution at <http://ec.europa.eu/consumers/odr/> (ODR platform). The HMC does not participate in alternative mediation procedures.

The general terms and conditions of purchase can also be accessed and downloaded from www.hamburg-messe.de and www.cch.de