



Messe  
Düsseldorf

### 1 Area of application / scope

- 1.1 The purchase of all types of merchandise and services' except for construction work, shall be based on the "General Conditions of Purchase" set down here. With regard to construction work as defined in the "Vergabe- und Vertragsordnung für Bauleistungen" (construction tendering and contract regulations), Section B (VOB/B), the "Supplementary Terms and Conditions for Deliveries and Services" shall apply.
- 1.2 If the order placed by Messe Düsseldorf GmbH (hereinafter referred to as MD) contains a stipulation contradicting a provision of the "General Conditions of Purchase", the stipulation made in the order shall take precedence over the provision embodied in the "General Conditions of Purchase".
- 1.3 MD will not recognize any terms of business of the Supplier's that differ from, supplement or complement the order and these "General Conditions of Purchase". This shall also apply if MD unreservedly accepts the delivery or the service while being aware of deviating or supplementary terms of business of the Supplier's.
- 1.4 The "General Conditions of Purchase" shall also govern all future agreements relating to deliveries of merchandise or the provision of services as stated in item 1.1' provided they are not contractually substituted for via an explicit reference to a new or amended version.
- 1.5 The client strives to keep the energy and resource consumption of his deliveries and services as low as possible, and he points out more energy efficient and environmentally friendly solutions to MD within the scope of his commission. Amongst other things, "energy efficiency" and "life cycle costs" are criteria that MD can consider when selecting products and services.

### 2 Conclusion of the agreement

- 2.1 Orders placed by MD are legally binding if they are made in writing. Orders communicated electronically, by email or fax by MD to the Supplier shall only be legally binding if the Supplier acknowledges them in writing or by fax vis-a-vis MD within five days, quoting the order number.
- 2.2 If no acknowledgement is received from the Supplier, MD shall be entitled, but not obligated, to accept the Supplier's delivery or service. For them to be valid, orders placed verbally or by telephone shall always require formal acknowledgement as detailed in item 2.1. This shall also apply to subsequent modifications of or additions to the order.

### 3 Prices

- 3.1 All prices for deliveries of merchandise shall include packaging, freight and insurance costs and shall apply free delivery point. If a price is agreed "ex works" or "ex warehouse", MD will only undertake to pay the most favourable freight costs; the Supplier shall bear all the costs incurred' including loading and carriage, up to the point at which the merchandise is handed over to the carrier. In return for payment of 2/3 of the packaging value invoiced, MD shall be entitled to return to sender, carriage paid, any relatively large packagings that have been charged for and

are in good condition. Other shipping instructions can only be observed if they are printed on the delivery note in a manner that attracts particular attention.

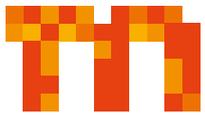
- 3.2 The price stated in the order shall completely cover all merchandise and services to be provided or delivered by the Supplier, including any documentation laid down by statute, or referred to in the order, or required for purposes of utilization, installation, assembly, processing, warehousing, operation, maintenance, inspection or repairs.
- 3.3 The Supplier shall notify MD without delay of any changes in and/or extensions of the scope of supply that may prove necessary for execution of the delivery and that have an impact on the price. The latter shall require MD's prior written consent.

### 4 Deadlines

- 4.1 The deadlines stated in the order regarding deliveries of merchandise or provision of services shall be binding and are to be understood as referring to deliveries to the destination in question. MD is to be notified without delay as soon as compliance with binding deadlines for deliveries of merchandise or provision of services is jeopardized.
- 4.2 If deadlines are not met, MD shall, without setting any period of grace, be able to choose between continuing to require delivery of the merchandise or provision of the service while also claiming compensation for the delay or, instead of performance, requiring a combination of compensation for non-performance plus cancellation of the agreement.

### 5 Execution of the delivery or service

- 5.1 All deliveries of merchandise are to be accompanied by packing slips or delivery notes bearing MD's order number. The consignments are to be rendered carriage-free for MD. In addition to deferred payment charges, the Supplier will be invoiced for any freight charges (e.g. freight charges proper, storage fees, COD charges, customs duties, taxes, insurance premiums) payable in advance by MD. MD explicitly reserves the right to recognize short or excess deliveries. Such recognition has to be made in writing.
- 5.2 Deliveries of technological goods are to be made on the basis of a declaration of conformity or CE markings and shall comply with generally-accepted engineering standards. Software shall be provided subject to observance of the "Grundsätze ordnungsmäßiger Datenverarbeitung und DV-Revisionen (GoDV)" (principles of orderly data processing and computerized auditing).
- 5.3 MD will immediately inspect every item of merchandise delivered to check whether the agreed quantity and type has been delivered and whether there are any other obvious defects. A notice of defect in respect of perceptible defects will have been made in good time if the Supplier receives it within a period of two weeks following delivery of the merchandise.
- 5.4 MD can require changes in the services agreed at any time. The Supplier can oppose the request for changes if it cannot be reasonably expected to execute said request. If it incurs



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additional expense on account of changes, the Supplier will be permitted to request a reasonable adjustment to the duration of and payment for the services on the basis of the rates agreed, this to be recorded in writing.

- 5.5 The contractor shall be obliged to observe on its own responsibility all applicable occupational safety provisions and accident prevention regulations upon performing the services. He must strictly follow the "Sicherheitsbestimmungen für Fremdfirmen der Messe Düsseldorf" [Safety Provisions for External Companies of Messe Düsseldorf], the "Teilnahmebedingungen der jeweils betroffenen Veranstaltung" [Conditions of Participation in the Respective Event Affected], the "Technische Richtlinien der Messe Düsseldorf" [Technical Guidelines of Messe Düsseldorf] as well as the "Allgemeine Nutzungsbestimmungen über die Benutzung der Hallen und Freiflächen im Messegelände Düsseldorf bei Arbeiten auf dem Gelände der Messe Düsseldorf" [General Conditions of Use for the Use of the Halls and Open Spaces on the Exhibition Grounds of Messe Düsseldorf for Work on the Premises of Messe Düsseldorf], as amended. These sets of rules shall form part of the contract. They can be read in the so-called stand constructor portal at [www.standbau.messe-duesseldorf.de](http://www.standbau.messe-duesseldorf.de) or obtained from Messe Düsseldorf upon request.
- 5.6 Up to the handing over of the merchandise or acceptance of the service provided the Supplier will not bear the risk of accidental loss or deterioration of the merchandise or services supplied; § 447 BGB (German Civil Code) shall not apply.
- 5.7 If construction work or services are to be carried out on MD's grounds by third parties (subcontractors, freelance staff, etc.), the Supplier undertakes to notify MD of this when the agreement is concluded and – if this is not perceptible or planned at that point in time – in good time prior to the intended deployment. At MD's request, the Supplier shall furnish proof of the fact that the third party has the suitability and reliability needed for providing the service. If the Supplier is not prepared or able to do this, MD will, without defaulting on acceptance, be entitled to reject the provision of the service at its site by the third party concerned.

## 6 Documents / data

- 6.1 The Supplier shall not be able to assert any right of retention regarding documents' materials or data of any kind if the latter have been made available or provided in any other fashion by MD. Under no circumstances will the use of MD documents, materials or data be permitted for third-party orders. Upon request, any MD documents, materials or data that have been provided shall be returned without delay, any copies that have been prepared and are in the Supplier's possession being deleted/destroyed. MD can require the Supplier to affirm in lieu of oath that it has carried out the complete deletion/destruction of all copies.
- 6.2 Final electronic artwork, image and textual data, embossing plates, lithographs, copy templates (negatives and diapositives), punches and suchlike shall be produced or procured by the Supplier on MD's behalf and will consequently become MD's

property. Upon request, they are to be handed over to MD even if the order for which they have been produced has not been carried out completely. The Supplier shall be liable without any restrictions for any costs that MD might incur as a result of a possible non-delivery.

## 7 Proprietary rights / utilization rights

- 7.1 The Supplier shall ensure that its goods and services are free of third-party proprietary rights that may rule out or restrict their use by MD.
- 7.2 In so far as this is legally possible, all rights pertaining to and ensuing from the documents produced and results obtained with a view to fulfilling the agreement shall devolve upon MD when the latter are created or edited.
- 7.3 With regard to such results of the work as are protected by proprietary or similar rights (in particular texts, graphics, photographs, tailor-made software' films, presentations, etc. – hereinafter referred to as "works"), the Supplier immediately grants MD an exclusive' geographically, spatially and temporally unrestricted, and transferable right of utilization for all known and unknown categories of usage, together with the right to grant further utilization rights to third parties.
- 7.4 This grant of utilization rights to MD shall cover' in particular but not solely, the right to revise or edit and otherwise redesign the work' whether revised or unrevised, the right to duplicate the same either physically or non-physically (especially in the form of printouts or computer files, particularly including files intended for dispatch via email), the right to disseminate the same (especially in the form of printouts, the right to make oral presentations and demonstrations of the same (particularly in the course of public events, press conferences, management board sessions or shareholders' meetings), and the right to make the same publicly accessible (particularly on the Internet or Intranet). In exercising these utilization rights, MD shall be entitled but not obligated to name the author or the Supplier as the source or to name them in other respects.
- 7.5 MD's exclusive right to utilize all software solutions individually developed for MD relates to the software – especially its object and source codes – at all stages of its development, including intermediate and final stages, along with the pertinent documentation, and also to other materials required for exercising said utilization rights, such as analyses, performance and system specifications, designs and descriptions.
- 7.6 If, at the conclusion of the agreement, the Supplier is not yet entitled to grant MD the aforementioned rights, it undertakes to ensure that MD can be granted these rights at a later date.

## 8 Warranties / liability

- 8.1 The Supplier shall provide a warranty to the effect that the service provided and/or the merchandise delivered does not exhibit any defects that impair its value or serviceability' that it has the agreed or guaranteed standard of quality' that it is suitable for the purpose assumed in the agreement, and that it complies with the generally-accepted state of the art, the



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statutory regulations currently in force and the safety requirements embodied in the occupational safety and accident prevention regulations.

- 8.2 The Supplier shall provide a warranty to the effect that no industrial property rights or third-party copyright is/are infringed by the contractual services. The Supplier undertakes to indemnify MD against any third-party claims based on the infringement of these rights and to hold MD harmless in other respects too.
- 8.3 If the Supplier does not discharge an obligation in respect of subsequent performance within a reasonable period of grace set by MD, MD shall be permitted to remedy the defect itself or require that the Supplier pay compensation for the expenditure thus necessitated. If the Supplier fails to provide subsequent performance or if the latter is unreasonable for MD, in particular on account of particular urgency, the jeopardizing of operating safety, or the impending occurrence of disproportionately great damage, there will be no need for a period of grace. At all events' the Supplier is to be notified immediately of MD's self-remedy' if possible beforehand.
- 8.4 Save as otherwise explicitly agreed in the order' the statutory limitation period s shall apply. If an item that has been delivered is completely renewed, the limitation period shall recommence; in the event of a partial renewal, this shall only apply to the parts that have been renewed. There shall be no recommencement of the limitation period if the Supplier is obviously not acting in recognition of its obligation to remedy defects.
- 8.5 The Supplier shall be liable to pay compensation for malice aforethought and negligence within the limits laid down by the statutory provisions. The Supplier shall not be permitted to adduce § 831 para 1 sentence 2 BGB (German Civil Code).

### 9 Secrecy

- 9.1 The information' tools, computer systems and other items of equipment made available may only be used to carry out the order. Any other type of utilization, e.g. for the Supplier's own purposes, and especially as a means of carrying out other orders, shall be ruled out.
- 9.2 The Supplier undertakes to treat any confidential information that comes to its notice in connection with the order with the utmost confidentiality and to use the same solely for the purpose of fulfilling the agreement. The term "confidential information" is defined in this provision as meaning documents, information, data and other items of information described as being confidential or to be viewed as such by their very nature.
- 9.3 For any disclosure of the business links existing with MD, MD's prior written consent will be required. This also applies to the disclosure of data connected with this contractual relationship.

### 10 Data protection / Privacy

- 10.1 The supplier undertakes to comply with the statutory provisions on data protection applicable in the Federal Republic of Germany and the European Union. The supplier will process personal data within the scope of its service provision

exclusively for the contractual purpose. The supplier is prohibited from disclosing this data to third parties or making it accessible to third parties. These duties will continue to apply after termination of the contractual relationship. In addition, the supplier will demonstrably also impose them on its employees and agents and monitor compliance with them.

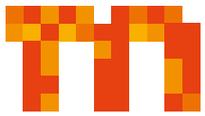
- 10.2 The supplier and MD will conclude a commissioned data processing agreement under Art. 28 of the General Data Protection Regulation (Regulation (EU) 2016/679 (hereinafter „GDPR“)) in order to comply with the relevant statutory data protection provisions. Sentence 1 will not apply if and to the extent that commissioned processing under Art. 4 No. 8 in conjunction with Art. 28 of the GDPR is not applied for reasons connected with the specific situation.
- 10.3 The supplier and MD will conclude a contract as joint controllers under Art. 26 GDPR for compliance with the relevant provisions of data protection law, which will be deemed to be this contract. Sentence 1 will not apply if and to the extent that there is no joint responsibility under Art. 4 No. 7 in conjunction with Art. 26 GDPR for reasons connected with the specific situation.
- 10.4 If and to the extent that MD processes personal data of bodies, employees, vicarious agents or other agents of the supplier for the purpose of implementing this contractual relationship, the supplier will provide the above data subjects with the data protection notices (in digital or paper form) prepared and made available by MD at its discretion.

### 11 Payment

MD will make payment, subject to a 3% discount, within 2 weeks of receiving the delivery/service plus the invoice or, without deducting any discount, 30 days after receiving the delivery/service plus the invoice. Payments do not imply any recognition of the proper provision of the service or settlement in this respect.

### 12 Adherence to Laws / Compliance

- 12.1 The Supplier shall comply with all relevant statutory provisions in connection with the contractual relationship.
- 12.2 In particular, the Supplier shall comply with all provisions of labor law relating to work safety, health protection, working hours, minimum and collectively agreed wages, payment of taxes and duties as well as the avoidance of undeclared work, forced labor and child labor. The Supplier shall guarantee the legal autonomy of collective bargaining and shall refrain from any form of discrimination.
- 12.3 The Supplier shall comply with the statutory provisions and technical standards for the protection of the environment and the climate.
- 12.4 The Supplier shall comply with all anti-corruption and money laundering laws as well as the antitrust laws and the law against unfair competition. It shall avoid any form of conflict of interest.
- 12.5 The Supplier shall ensure that the products supplied by it comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon



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request, the Supplier shall provide the MD with evidence of conformity by submitting suitable documents.

- 12.6 The contractor shall require all employees and subcontractors to comply with the aforementioned obligations.
- 12.7 MD shall be entitled to check compliance with the above requirements. The contractor shall cooperate in this to the extent reasonable and provide the necessary information.

### 13 Supply chain due diligence obligations

- 13.1 The Supplier warrants to comply with the human rights-related and environmental obligations pursuant to Section 2 of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz – LkSG) and to address them appropriately along the further supply chain. The Supplier undertakes to actively participate in training and further education to enforce these obligations.
- 13.2 Insofar as MD is obligated to risk management, risk analysis, preventive measures, documentation or reporting within the scope of the LkSG, the Supplier shall provide all necessary information in connection with its services. Insofar as control measures of the MD are appropriate and necessary within the scope of the risk analysis or preventive measures in order to verify compliance with the human rights strategy, the Supplier shall tolerate the measures and cooperate in them to a reasonable extent.
- 13.3 If the Supplier has factual indications that make a violation of a human rights-related or environmental obligation appear possible, it must inform the MD of this in writing without delay. If the Supplier discovers a violation of a human rights-related or environmental obligation in its business area, it shall immediately take appropriate corrective measures.
- 13.4 The Supplier shall also oblige its subcontractors to comply with the human rights-related and environment-related obligations pursuant to the LkSG and in turn oblige all further subcontractors accordingly.
- 13.5 If the Supplier violates any of the aforementioned obligations to a significant extent, MD shall be entitled to terminate the contractual relationship for good cause. Such termination shall be permissible in particular if other corrective measures are not possible or not reasonable.
- 13.6 The Supplier shall release MD from any justified claims by third parties or authorities arising from a violation of the human rights-related or environmental obligations under the LkSG by the Supplier or its subcontractors.

### 14 Ban on assignment / set-offs

- 14.1 Both assignments and any other transfers of the Supplier's rights and obligations beyond the scope of § 354a HGB (Commercial Code) shall be ruled out.
- 14.2 The Supplier will be permitted to set off MD's claims only against such counter-claims as are undisputed or have been legally established. The Supplier will not be permitted to assert a lien in this contractual relationship on the basis of other contractual relationships with MD.

### 15 Contractual language / body of law applicable

- 15.1 The contractual language shall be German.
- 15.2 German law shall apply to the exclusion of "the United Nations Convention on Contracts for the International Sale of Goods, dated 11.04.1980 – UN Sales Convention".
- 15.3 The content of the present General Conditions of Purchase is determined exclusively by the German version. Any translations of the present General Conditions of Purchase are for information purposes only.

### 16 Legal venue / place of performance

- 16.1 If the supplier is a registered entrepreneur, Düsseldorf shall be the sole legal venue for all disputes based on or connected with the contractual relationship.
- 16.2 The place of performance in respect of payments shall be Düsseldorf, and in respect of deliveries and services' MD's delivery point.

### 17 Saving clause

If individual provisions of these Conditions of Purchase should be legally inoperative, the remainder of the Conditions of Purchase shall remain valid; the parties hereto undertake to replace the inoperative provision with an agreement that comes as close as possible to the commercial purpose of the latter.