General Terms of Business and Conditions of Hire of MB Capital Services GmbH

As of: January 1, 2010

1. Conclusion of the agreement
   (1) The following General Terms of Business and Conditions of Hire of M B Capital Service GmbH (in the following: lessee) apply to all hire contracts for movable items and construc- tion. Any conflicting conditions of the lessee are not considered. Any divergence from these terms and conditions, or ancillary agreements, are only valid if confirmed in writing by the lessor.
   (2) All orders for hire equipment must be in writing. The lessor will confirm all orders prior to the event, provided that such orders have been submitted before the prescribed dead- line for applications as stated in the order forms contained in the Exhibitors’ Service Formations. Any confirmation of the orders, provided that such orders have been submitted on time, must be acknowledged in writing.
   (3) The lessor reserves the right to execute services ordered or deliver items for hire only upon receipt of payment.

2. Details about the loan of items
   (1) The lessee is aware that the items available for hire are used several times at exhibitions and may not always be new.
   (2) The items for hire will only be made available for the agreed purpose and for the duration of the event. They are for the use of the les- see only at the agreed place of hire.
   (3) No hired items may be transferred to third parties. Payments, drawing, production and assembly documents and all rights thereto remain the property of the lessor, even when given to the lessee.
   (4) The lessee should ascertain whether the hired items are in a suitable condition, safe to use and complete when they are handed over.
   (5) By his acceptance of the items entrusted to his care the lessor acknowledges that they do not contain any defects, unless he immediately no- tifies the lessee of such defects in writing.
   (6) Deliveries within the stipulated period of all items ordered from the lessor will be made promptly, to ensure that the hired items are available at the start of the event.
   (7) In the absence of any stand personnel when the hired items are delivered, they will be con- sidered to have been correctly delivered when left on the stand.
   (8) The lessee is not obliged to check the creden- tials of the personnel on the stand when de- livering the hired items.
   (9) No delivery times or special requirements will be observed, the lessee unless confirmed in writing by the lessor.

3. Warranty
   (1) If the lessee makes use of his right to notify the lessor of any defects, the lessor’s warranty is limited solely to making the necessary im- provements, provided that the defective items are one that has already been used. The lessor may supply a replacement if he thinks fit.

4. Hire charges
   (1) The charges as listed are net, subject to statutory value added tax plus an insurance premium of 5 % of the hire charge for items hired 4 % of the hire charge for the complete stand incl. equipment. The charges are valid for the duration of the event.
   (2) The cost of delivery to and from the exhibition site(s), and for any assembly or dismantling that may be required, are included in the hire charge.

5. Orders placed after the application deadline
   (1) If the lessee places an order after the expiry of the deadline for applications, of which he has been notified (generally 4 resp. 2 weeks prior to the start of the event), the lessee cannot guarantee prompt or complete deliveries. Above in such cases no guarantees can be pro- vided that the items can be supplied as ordered.
   (2) If delivery within the stipulated deadline is possible, the additional costs incurred by the delayed order will be charged to the lessee in the form of a 20 % surcharge on the original hire charge.

6. Deviations from the details in catalogue
   (1) All the dimensions stated in the catalogue are approximate. The lessee has the right to make reasonable alterations to dimensions, shape and colour of the items ordered for hire. The items supplied must be equal or su- perior to those ordered.

7. Terms of payment
   (1) Upon submission of the invoice the sum due, including statutory value-added tax if not oth- erwise stated in the invoice, is payable no later than 7 days prior to the start of the event. Payment should be made to one of the accounts of the lessor without deduction.
   (2) If the lessee has not paid the invoice has been received by a date four weeks prior to the start of the event, it is entitled to withdraw from the agreement.
   (3) Order received by the lessor two weeks prior to the start of the event, or later, will only be accepted if accompanied by payment in ad- vance (a cheque should be enclosed with the order).

8. Failure to make use of previously ordered hire items
   (1) If the lessee will not make use of previously ordered hire items and give notice in writing no later than 4 weeks prior to the event, the lessor charges 5 % of the rental charge, if notice is given no later than 7 days prior to the event, 10 % of hire charge will be charged.
   (2) For orders worth more than 10,000.00 EUR or involving a stand construction area in excess of 100 m², if no written notice is given in writing no later than 10 weeks prior to the start of the event, a sum equivalent to 10 % of the rental charge/value of the order will be charged. This sum will increase to the equiva- lent to 20 % of the rental charge/value of the order if the written notification is received within 6 weeks of the start of the event.
   (3) If non-defective hire items cannot be handed over to the lessee on the agreed delivery date or if he does not take delivery of the items as agreed, the lessee shall be liable for payment of the full hire charge. If delivery date is not been expressively agreed, stand construction will be handed over to the lessee or his representative at the stand no earlier than 5 days but no later than 3 days, other hire items usually 2 days prior to the event. If another lessee can be found for the hire items that have not been delivered, the original lessee shall only be required to pay 25 % of the invoice sum to meet additional expenses.
   (4) In cases as mentioned in 8.1 and 8.2, the onus shall be on the lessee to prove that the lessor has not incurred the flat rate charges as in- voked. The lessee is entitled to assert the ac- tual damage incurred.

9. The liability of the lessee
   (1) The liability of the lessee for any damage or to loss of the items hired to him commences with the hand over and ceases with collection by the lessor after the end of the event at the latest.
   (2) Liability also applies to the lessee’s employees and to third persons, but only in cases of neg- ligence on the part of the lessor or its employ- ees. The lessor only bear liability in cases delib- erate and malicious damage.
   (3) The lessee is obliged to handle the hired items with care. Nothing may be stuck, nailed or painted onto these items, nor may they be damaged in any other way.
   (4) Without prior approval of the lessor the lessee is not permitted to alter the items in his care. Any particular distinguishing marks that may exist may not be removed. Damages should be reported to the lessor immediately.
   (5) The hired items are the property and available for collection immediately following the end of the event.
   (6) Should the lessee delay in returning the hired items, the lessee is entitled to prepare such items for removal at the lessee’s expense, sub- ject to the lessor’s approval.
   (7) The lessor will be informed immediately if the lessor finds any defects on the hired items be- ing returned. Such statements will be consid- ered acknowledged if the lessee does not con- test them in writing within one week.

10. The liability of the lessor
   (1) The lessor accepts no liability for any kind of personal injury or damage to property, unless such injury or damage is due to deliberate and malicious damage on the part of the lessor or his employees.
   (2) If the lessee is delayed in providing its service it will not be held liable for slight negligence. This also applies in cases where it proves im- possible to provide the required services.

11. Insurance
   (1) The objects and equipment offered for hire must be insured. The insurance premium for the hired items and equipment shall amount to 5 % of the hire charge. This insurance shall cover replacement in the event of loss. The lessee is not entitled to a replacement. A re- placement during the event shall only be pro- vided if ordered and paid for by the lessee.
   (2) The premium for insuring the hired modular stand, incl. stand equipment and hired items, shall amount to 4 % of the hire charge. If no insurance cover is taken out for the hired modular stand, the lessee is liable for damage to or loss of the hired items.
   (3) The following shall be excluded from the insurance: artwork, water and electricity con- nections, an on-site services.

12. Federal Data Protection Law (BDSG)
   (1) In accordance with §§ 28 and 29 BDSG, personal data concerning our business associ- ates will be stored and processed for the pur- poses of the contractual agreement.

13. Final provision
   (1) The validity of the „General Terms of Business and Conditions of Hire“ is not affected by the invalidity of any individual regulations or clauses.
   (2) Only the German Version is legally binding.
   (3) Provided no agreement has been made to the contrary the regulations contained in the Civil Code of the Federal Republic of Germany ap- ply.
   (4) The legal venue and place of jurisdiction is Berlin-Charlottenburg.