

1. GENERAL

- 1.1 The following conditions shall govern all quotations, deliveries and services provided by HAUS F GmbH (hereinafter referred to as "the agency").
- 1.2 The client's general terms and conditions shall be part of the order if they are acknowledged in writing by the agency. Acceptance of the agency's services shall be deemed acknowledgement of these general terms and conditions of business.
- 1.3 The agency shall safeguard the client's interests to the best of their ability. For their part, the client shall provide all necessary data to be treated as strictly confidential in the interest of a trusting partnership.

2. CONCLUSION / CONTENT OF THE CONTRACT

- 2.1 The contract usually enters into force on written order confirmation. Orders issued, however, shall also be deemed accepted if the agency does not object within ten working days.
- 2.2 All quotations shall be considered non-binding. Agency quotations marked "planned costs", "rough costs", "draft costs" or similar are non-binding.
- 2.3 If quotations are drawn up based on client specifications and documents provided by them or the relevant exhibition management, the agency shall not be liable for the accuracy and suitability of these documents, unless their inaccuracy and unsuitability were not recognised as a result of wilful intent or gross negligence.

3. PRICES / REMUNERATION

- 3.1 All prices are net without VAT. Quotation prices are only valid for full and undivided orders.
- 3.2 The agency is entitled to provide partial services and bill these separately.
- 3.3 Services not estimated in the quotation which are carried out at the client's request or additional outlay arising from inaccurate specifications from the client, involuntary transport delays or delayed or incorrect preliminary services from third parties, unless they are subcontractors of the agency, shall also be billed to the client according to the agency's current rates of remuneration.
- 3.4 Payments are due ten days after invoicing without any deductions.
- 3.5 Should payment due dates be missed, braincontrol is entitled without further reminder to interest on arrears at the statutory rate, at a minimum of 2% above the reference interest rate of the European Central Bank in accordance with the German Discount Rate Transference Act. The right to claim damages beyond this shall remain unaffected.
- 3.6 All agency services which are not expressly satisfied by the agreed fee shall be remunerated separately. This applies in particular to all ancillary services provided by the agency.
- 3.7 All cash expenses incurred by the agency beyond ordinary business operations (e.g. courier services, shipping or travel expenses) must be reimbursed by the client.
- 3.8 The agency shall charge appropriate remuneration for all agency works that for whichever reason do not reach completion. The client shall not acquire any usage rights for these works on payment of this remuneration.

4. SCOPE OF SERVICE / ORDER FULFILMENT

- 4.1 All agency services (sketches, visual representations, approval pdf) must be inspected by the customer and approved within four working days.
- 4.2 The client is obliged to inspect the documents (images, logos, etc.) provided for the performance of the order for any existing copy-

right, trademark rights or other rights belonging to third parties. The agency shall not be liable for any violation of such rights.

- 4.3 The scope of the services to be provided is based on the client's order. Any amendment and/or addition to the contract and/or its component parts must be made in writing. Any additional costs which arise as a result shall be borne by the client.
- 4.4 The client shall supply the agency without delay with all information and documents required to provide the service.
- 4.5 The agency is entitled at its own discretion to perform the service itself, involve third parties in the performance of contractual services and/or substitute such services.

5. DELIVERY DATES / CUT-OFF PERIODS

- 5.1 Agreed cut-off periods and delivery dates must be set out and/or confirmed in writing.
- 5.2 The agency shall make every effort to meet the agreed delivery dates. However, failure to meet delivery dates shall only entitle the client to assert their statutory rights if they have given the design agency an appropriate grace period lasting no less than 14 days.
- 5.3 If the grace period expires without satisfactory result, the client may withdraw from the contract. An obligation to pay compensation for damages as a result of the delay shall only apply in the event of wilful intent or gross negligence on the part of the agency.
- 5.4 Unavoidable or unforeseeable events – particularly delays on the part of the agency's subcontractors – shall release the agency from the obligation to meet the agreed delivery date. The same shall apply if the client is delayed in their obligations for the performance of the order (e.g. supplying documents or information, pending approvals). In that event, the agreed deadline shall be postponed at least for the extent of the delay.

6. TRANSPORT / PACKING

- 6.1 The (delivery) objects shall always travel at the cost and risk of the customer unless otherwise agreed. Requested packaging and that which the agency deems necessary shall be billed separately. The same applies for the customer's shipped items.
- 6.2 Objects belonging to the client necessary for the agency to perform the service must be delivered on the agreed date free to the door of the agency or to the place stated by the agency. Returns of such deliveries shall not be free and shall be made from the place of use at the client's risk.
- 6.3 The agency is entitled, but not obliged, to take out transport insurance, the costs of which shall be borne by the client. The agency must be informed of any transport damage without delay. Any claims against the transport company shall be assigned to the client on request.
- 6.4 Destruction in transit without fault of the agency or loss of the delivered materials at the place of use shall be at the client's expense.

7. TERMINATION / WITHDRAWAL

- 7.1 In the event of termination by the client without good cause, the agency shall receive the agreed remuneration for services already provided. With regard to services not yet provided, 40% of the fee agreed for said services shall be agreed as saved expenses.
- 7.2 If the client does not accept the services from the agency despite declaration of completion without good cause or the client does not meet their payment obligations properly or at all, the agency shall, after setting an appropriate grace period, be released from their performance obligation and may request compensation for damages due to non-fulfilment.

7.3 The agency is particularly entitled to withdraw from the contract if execution of the service is, for reasons that are the responsibility of the client, not possible or is delayed further despite an appropriate grace period being set.

8. GUARANTEE

8.1 The client is obliged to inspect the agency's services on acceptance/handover and query defects without delay. If a defect only becomes evident at a later stage despite careful inspection, this must be queried without delay. In any event, complaints regarding defects must be received no later than seven days following the end of the event or completion of the project by the agency.

8.2 In the event of a justified complaint concerning a defect, the defects shall be eliminated within an appropriate period, whereby the client shall permit the agency all measures necessary for investigation and elimination of the defect. The agency is entitled to refuse the improvement of the service if this is impossible or associated with a disproportionately high outlay for the agency.

8.3 If reworking is ruled out due to the time elapsing (end of event), the client only has rights of reduction in price.

8.4 If the complaint concerning a defect is made late or no reservations regarding known defects were expressed on acceptance/handover, the guarantee claims lapse in their entirety. The same shall apply if the client makes changes themselves or makes it difficult for the agency to discern the defects.

8.5 There shall be no claims for compensation for damages, particularly any such claims arising from the violation of the reworking obligation, unless they are based on gross negligence or wilful intent.

9. LIABILITY

9.1 The agency shall only be liable for timely and quality execution if the client has duly met their contractual obligations, particularly those with regard to timely payment. The agency shall perform the work entrusted to them in compliance with generally recognised legal principles and shall inform the client in good time of any risks recognisable to them. There shall expressly be no agency liability for claims asserted towards the client based on the measure if the agency has met their notification obligation. In particular, the agency shall not be responsible for legal fees, the client's own legal costs or the costs of publication of court decisions and any claims for compensation for damages or similar claims of third parties. Within the framework of legal provisions, the agency is liable only for damages insofar as wilful intent or gross negligence can be proven on their part. There shall be no liability for mild negligence. The presence of gross negligence must be proven by the injured party.

9.2 Insofar as damages were not caused through wilful intent or gross negligence on the part of the agency, liability is 10% of the agreed remuneration (but no more than EUR 20,000.00).

9.3 If the agency is shown to be guilty of gross negligence, the liability for damages shall be limited to the amount of the agency fee.

9.4 Claims arising from the German Product Liability Act and for damage to health or life and limb, as well as claims arising from culpability in contractual negotiations which have already arisen at the time of inclusion of these conditions, shall remain unaffected by the above limitations of liability.

10. PROPRIETARY RIGHTS

10.1 All agency services, including those from presentations (e. g. suggestions, ideas, sketches, preliminary designs, scribbles, final artwork, concepts), as well as individual parts thereof, shall remain, like the individual workpieces and original drafts, the property of the contractor and may be reclaimed by the contractor at any time – particularly when the contractual relationship has ended.

10.2 By paying the fee, the customer only obtains the right of use for the agreed purpose and within the agreed scope. Unless otherwise agreed with the agency, the client may only use the services itself and exclusively in Germany. The acquisition of use and exploitation rights to agency services shall in any event require full payment of the fee billed by the contractor for said services.

10.3 The consent of the agency is required for the use of agency services which goes beyond the originally agreed purpose and scope – irrespective of whether this service is copyright-protected. The agency and the author are entitled to separate appropriate remuneration for this.

11. RETENTION OF DOCUMENTS

11.1 The agency shall retain documents concerning the order for a period of two months. If original documents (CDs, DVDs, magnetic tapes, slides, etc.) were provided, the client undertakes to produce duplicates. The agency shall accept no liability for originals which are not reclaimed within a month of order completion.

12. PLACE OF FULFILMENT AND COURT OF JURISDICTION

12.1 The place of fulfilment and payment shall be the location of the agency (Hamburg). The court of jurisdiction for any disputes arising between the agency and the client in conjunction with this contractual relationship is agreed exclusively to be the court responsible for the location of the agency.

13. CLOSING PROVISIONS

13.1 Should a provision of these conditions become invalid or void, the validity of the remaining provisions shall remain unaffected.

Last amended: May 2018