

## **GENERAL TERMS AND CONDITIONS OF PRISMA PLAN ING.-GMBH**

### **(1) In general**

The following general terms and conditions (GTC) shall apply to all deliveries and services, offers, consulting services, responses to preliminary inquiries resp. information rendered by Prisma Plan Ing.-GmbH (prisma plan) which shall be accepted by the customer by placing the order or accepting the terms and conditions without objection, however, at the latest through unopposed acceptance of performance (contract processing). This shall also apply to any subsequent transactions.

Any purchasing conditions and other general terms and conditions of the customer that should differ from the following terms and conditions shall only become part of the contract if accepted in writing by Prisma Plan Ing.-GmbH. The same shall also apply to side agreements.

The requirement of written notifications is fulfilled when the correspondence is transmitted via letter or fax.

The GTC are part of the order confirmation by prisma plan. A corresponding reference is given in the link <https://www.prismaplan.de/de/agb.php> to be found on the correspondence between prisma plan and the customer.

Documents such as illustrations, drawings, weights etc. are only approximately decisive. Declarations, performance data and assurances shall only be binding for prisma plan when confirmed in writing. Technical amendments according to the latest state of the art and resulting dimensional changes are reserved at any time.

When assemblies are performed by prisma plan, additional special agreements shall apply for the assembly performance – depending on the object. If not otherwise regulated, the regulations of the VOB (German Construction Tendering and Contract Regulations) part B shall apply.

### **(2) Offer and order**

Offers by prisma plan shall always be submitted subject to change.

Any orders by the customer, verbal agreements or agreements made by a representative, shall only become binding upon written confirmation by prisma plan. Unless the order confirmation by prisma plan contains anything to the contrary, all details underlying the offer shall become part of the order. The contract comes into force when the written order confirmation is given by prisma plan. Subsequent amendments require mutual agreement. Any resulting additional costs shall be borne by the customer.

### **(3) Prices**

All prices are subject to the statutory value added tax unless otherwise agreed upon. All prices are understood as rent for the respective exhibition period unless otherwise agreed upon.

The price calculation is based on services and materials listed in the prisma plan range of services. Any requests for changes regarding the choice of material need to be coordinated and recalculated, if necessary.

If costs change after placing the order due to changes in the collectively agreed salaries and/or in the prices of the suppliers, prisma plan shall be entitled to change the price agreed (rent agreed) in the same proportion. In case of changes in exchange rates, taxes, customs duties etc. between bid submission date and invoicing, prisma plan reserves the right to increase its prices correspondingly.

Costs to be settled directly with the trade fair by the customer:

- floor space rental fee
- suspension points
- connection and consumption of electricity and water
- compressed air
- fire extinguisher depending on the size of the fair stand, pictograms
- sprinkler system
- static calculation
- test statistics
- stand security
- stand cleaning
- telecommunications
- advanced stand construction
- disposal during construction and dismantling and duration of the exhibition
- storage costs of customer's packaging (full and empty goods/exhibit boxes), prices of which vary from exhibition to exhibition
- guarantees

**(4) Payment conditions**

Payments shall be effected as follows unless otherwise agreed upon: immediately without any deductions.

Prisma plan charges 50 % of the contract amount for exhibitions stands for rent approximately 6 weeks before the start of the exhibition and the remaining 50 % 3 working days before the stand is handed over. Should the payment not have been effected at the time of the stand handover, there shall be no handover of the exhibition stand until payment in full. Prisma plan reserves the right to apply other payment terms. Such payment terms are explicitly mentioned in the order confirmation.

The customer shall only be entitled to any rights of set-off if his counter claims are legally binding, undisputed, or accepted by prisma plan.

In case of any default of payment, prisma plan shall be entitled to withdraw from the contract and to claim compensation for planning and preparation services rendered after setting an appropriate deadline without any notice of refusal.

In case of default of payment after services have been rendered, a processing fee in the amount of € 10.00 shall be charged for each reminder or email. Costs resulting from a second reminder will be charged separately by a collection service. Interests for default shall be charged within the scope of legal provisions.

Prisma plan shall be entitled to reject bills of exchange and checks. All payments are to be made exclusively to the bank accounts of prisma plan. You'll find prisma plan bank details on the invoices. If the customer culpably fails to meet his payment obligations, prisma plan shall be entitled to make the entire remaining debt due.

**(5) Delivery term and delay**

The compliance with the delivery time and service obligations by prisma plan requires the timely and proper fulfillment of the customer's obligations. This includes the timely receipt of all documents to be delivered by the customer, the timely clarification and approval of plans, no on-site hinderances, compliance with the agreed terms of payment und other obligations on the part of the customer.

If these preconditions are not fulfilled on time or completely, the delivery period shall be extended accordingly. If the delivery is delayed or rendered impossible by an unavoidable condition not in the responsibility of prisma plan, prisma plan shall be released from the delivery for the time the hinderance exists including its aftermaths. Any damage claims against prisma plan shall be excluded.

In case of non-compliance with a fixed deadline the customer shall be entitled to withdraw from the contract to the exclusion of any further rights. This shall also apply if prisma plan informs the customer that prisma plan is unable to perform on time due to circumstances beyond its control or force majeure – regardless of whether this occurred to prisma plan or a supplier commissioned by prisma plan. Prisma plan shall only be liable to pay damages if prisma plan is responsible for a non-timely performance according to point 9 (liability). Prisma plan shall inform the customer promptly on any delay in delivery or services. Route and mode of shipping shall be left to prisma plan's choice unless otherwise agreed upon. The goods will be insured at the request and cost of the customer. The risk shall be passed to the customer upon the dispatch of the goods. If the dispatch is delayed for reasons the customer or the customer's agents are responsible for, the risk shall be transferred to the customer from the day of notification of readiness for dispatch.

**(6) Transport and packaging / transfer risk / storage**

If exhibition items, parts thereof, or other items belonging to the customer are stored with and/or transported by prisma plan, prisma plan shall be liable as follows:

The items of prisma plan are always transported at the expense and risk of the customer unless otherwise agreed upon in writing. Packaging desired or dutifully considered necessary by prisma plan is to be paid by the customer.

Items of the customer to be used for the production process or assembly purposes have to be delivered to the place of assembly at the agreed date and free of charge. Return delivery of such items shall be unpaid ex works or place of use at the customer's risk.

Unless otherwise agreed upon, all risk shall be passed to the customer when the goods leave the prisma plan premises or are placed at the customer's disposal. This shall also apply to all cases in which carriage paid delivery has been agreed upon. If the goods ready for dispatch cannot be delivered for reasons the customer is responsible for, the risk shall pass to be customer on the day of readiness for dispatch. Prisma plan's services shall be considered as fulfilled following delivery of notification of readiness for dispatch to the customer.

If any items of the customer are transported, the above rules shall apply accordingly. Prisma plan shall only be liable to the customer for damages occurring during a.m. transports in case of intent or gross negligence.

If any items of the customer are stored by prisma plan, prisma plan shall only be liable to the customer in case of intent or gross negligence. Prisma plan shall not be

liable for items stored by the customer especially in case of fire, theft, or natural disaster. The items are basically uninsured. A corresponding insurance can be contracted by the customer.

Graphics are stored as removed without visual control. Manufacturers of material and paint do not guarantee for consistent quality for the time following the manufacturing. Therefore, prisma plan cannot ensure reusability after the storage period. Prints are stored in a storage room without air conditioning and prints are, thus, exposed to changes in temperatures. A change of material can therefore not be foreseen.

As a matter of principle, no objects of the customer are stored. Should a storage, however, be desired in individual cases, this implies a corresponding confirmed order in writing.

**(7) Reservation of title**

All deliveries are made under the reservation of title according to § 449 BGB (German Civil Code) with the following extension:

All delivery items remain the property of prisma plan until the complete fulfillment of all claims. This also applies to demands arising in future and in case of current invoices of any drawn and recognized balance of the contractual relationship between the parties.

Without explicit consent of prisma plan, the customer shall not be entitled to a resale of reserved goods or to any processing or further processing. Irrespective of this, the customer assigns claims from resaling reserved goods to prisma plan. Prisma plan shall accept this assignment.

The customer may only sell reserved goods in the ordinary course of business and neither pledge nor assign them by way of security. He has to defend the impairment of the rights of the supplier by third parties as best as possible and inform the supplier immediately.

**(8) Defects**

Prisma plan shall be liable for defects including lack of the assured quality to the exclusion of further claims against it as well as against its vicarious agents as follows:

All delivery items or services are to be repaired or exchanged or redelivered free of charge by and at the choice of prisma plan which have become unusable or whose usability was significantly impaired within one year from the date of the transfer of risk, as a result of a circumstance that can be proved to have existed before the transfer of risk especially due to manufacture or material defects or poor quality, provided legal regulations do not require a longer warranty period. A precondition for doing so is that prisma plan shall be informed directly upon discovery of a defect and that the defective delivery item is returned to prisma plan in an adequate packaging if requested by the manufacturer.

The obligation to remedy defects no longer applies if after the transfer of risk any changes or amendments have been made to the delivery items by the customer or third persons or if the customer did not fulfil the contractual obligations.

The same applies in case of non-compliance with the agreed terms of payment unless the customer is entitled to a right of retention in case of a defect, the removal of which is without any doubt the obligation of prisma plan. Liability for defects does not include natural wear nor damages that occur during transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials or defective construction work without any fault of prisma plan.

Prisma plan shall not be liable for the usability of delivery items for functions intended by the customer. Incorrect or short deliveries as well as notice of defects have to be notified in writing to prisma plan within 5 days after receipt of the delivery. Prisma plan shall be liable for any subsequent performance works and replacement parts to the same extent as for the original delivery item or service item, only until expiry of the warranty period for the original delivery item or service item.

Any further warranty and liability towards the customer shall be excluded to the extent permitted by law. This applies in particular to reduction and claims for compensation, for whatever legal reason, provided they are not explicitly accepted in individual cases according to these terms of sale and delivery. The customer shall be entitled to withdraw if a repeated subsequent performance remained without success based on the same cause of failure.

Special regulations for exhibition stands/exhibition stands for rent are as follows:

The customer shall be obliged to inform prisma plan immediately on any defect and to record it in the acceptance report of prisma plan. Any further warranty and damage claims shall be excluded. Material defects that impair the intended use only insignificantly do not entitle to reduction. Prisma plan shall only be obliged to warranty if the customer immediately notifies in writing of defects that are visible and of those that are not apparent immediately after discovery. Acceptance shall be deemed completed when the exhibition stand is used and after signing the acceptance report.

**(9) Limitation of liability**

Apart from the liability for defects as described under 8.0 the supplier shall not be liable for damages of any kind especially not for those damages to the delivery items themselves unless such damage is caused by intentional and grossly negligent conduct by prisma plan or its representatives or vicarious agents.

Prisma plan cannot be held liable for any failure to fulfil its obligations under a contract if this failure is a direct or indirect consequence of an event beyond prisma plan's responsibility. This includes in particular any kind of force majeure: epidemics and pandemics as far as the German Robert-Koch-Institut determines a risk level of at least 'moderate': denial, restriction, suspension or withdrawal of a license, an authorization from or other measures taken by the competent authority, fire, explosion, flooding, machine breakdown, strike, lockout, other tariff disputes, material shortages, traffic jams and obstructions, lack of means of transport, operational disruptions, delivery problems of suppliers and manufacturers, energy limitations, war, riot, protests by various groups, e.g. climate activists or political minorities.

In case of a liability claim, depending on the area of damage the following limitation of liability shall apply:

Transport:

A maximum of € 500.00 per damage claim

Storage:

The liability for stored items amounts to 20 % of the current value of items stored, to a maximum, however, of € 200.00 per pallet.

Graphics:

The liability for graphics stored amounts to 10% of the production costs of the graphics stored, to a maximum, however, of € 200.00 per graphic.

Defects when handing over the stand:

The customer shall be entitled to reduce the purchase price resp. rent proportionally to a maximum of € 1,000.00 per exhibition stand order, however, only for the period until prisma plan has corrected such defects or sent a replacement.

General limitation of liability for all cases not being covered by aforementioned provisions:

A maximum of up to € 2,000.00 per claim.

**(10) Safety precautions /  
customer's obligations**

Cabinets, showcases and other lockable pieces of furniture on the exhibition stand are not burglar-proof. The locking mechanisms serve merely as a break-in inhibitor in a psychological sense. It is, therefore, strongly recommended to order a stand guard. Moreover, the customer is recommended to suitably insure the complete object of lease (exhibition stand) and any objects exhibited or other. Prisma plan is not liable for any items, graphics, or other documents the customer left at the stand. Prisma plan neither checks for possible infringement of intellectual property rights nor the accuracy of documents. The customer shall release prisma plan from all possible claims for damages caused by infringement of rights or spelling and color errors.

#### **(11) Regulation for rental agreements**

The rental items shall only be handed over for the purpose and period time agreed. An ordinary termination of the rental agreement shall be excluded. The stand may only be sublet to co-exhibitors on the same stand with the liability of the rental items remaining with the customer.

Condition and completeness of the rental items shall be checked by the customer upon receipt. A delivery report is created for the transfer (acceptance). The acceptance shall take place at the agreed time. The customer is obliged to accept the goods if requirements are met. If the customer or a person authorized by him is not present on the agreed handover date, the supplier will wait for 1 hour without incurring any costs. If the handover date is delayed by more than 1 hour, the stand and the rental items shall be regarded as handed over correctly and free of defect even if no signed handover report could be produced.

As the rental items concerned are materials and things that are not new, normal wear does not justify any claim for rectification, replacement, or return. The same applies to deviations in color and surface finish typical of the materials concerned. Rental items are cleaned after the exhibition stand has been completed. No rectification can be requested in case of pollution caused by surrounding stand construction activities. A professional stand cleaning is highly recommended on the evening before the commencement of the exhibition as experience shows that the dust in the exhibition halls does not settle until the evening before the fair itself.

The risk of accidental loss or damage is transferred from prisma plan to the customer when the rental items are handed over. Any loss of or damage to the rental items have to be reported without delay. The transfer of risk of the customer ends with the return to prisma plan. When the customer leaves after the exhibition ended, all mobile subjects such as chairs, stools, brochure stands etc. should, wherever possible, be locked away in the cabinets and the keys deposited securely.

Regardless of fault the customer shall be liable for all losses of and damages to the rental items for the period the rental items are in his/her care. He/she shall provide compensation for all necessary expenses for the manufacture or repair of the rented items, the maximum being its replacement value. Prisma plan recommends to insure the rental items against loss, damage and vandalism at his/her own expense. Prisma plan can indicate the insurance value of the rental items upon request.

The renting ends with the end of the respective event (exhibition) and dismantling begins immediately with the end of the exhibition unless otherwise agreed upon. Objects left at the rental stand are disposed of without value replacement.

The customer shall be responsible for the care and supervision of the complete rental items from the time of acceptance until 2 hours after the exhibition has ended. In the event the customer violates the care or supervision obligations, the customer has to compensate the damage thus incurred.

**(12) Strict confidentiality,  
copyrights and other  
property rights**

Any draft documents, plans, drawings, production and assembly documents as well as the design and concept description shall remain the intellectual property of prisma plan. This applies in particular to draft documents that were presented as part of an offer. The customer is not entitled to copy, use, or pass the resulting documents to third parties without our consent. Nor is the customer entitled to create reproductions of them. If the customer violates these copyrights or property rights, he has to pay a contractual penalty in the amount of 80% of the rental charge agreed upon for the rental items in question, a minimum, however, of € 10,000.00. The contractual penalty can be credited against any compensation claim. Claims for injunctive relief shall remain unaffected. Prisma plan shall retain the copyrights to the a.m. documents even after payment of the rental charge. Prisma plan shall be entitled to affix its company name, or the name of the company contracted by prisma plan especially to the exhibition stands in an appropriate size to the items manufactured by prisma plan or according to the customer's plans. Furthermore, prisma plan shall be entitled to publish images of the services rendered and/or use them for promotional purposes at no cost and without requiring the customer's specific consent.

The contracting parties agree to maintain strict confidentiality towards third parties on all matters disclosed to them resulting from the business transactions during the period of the contract and after its termination. The customer is informed that data will be stored in the context of the contract processing.

**(13) Cancellation**

The customer is entitled to cancel in writing (cancellation). The cancellation shall require the written form in order to become effective. If an order is cancelled, the customer shall be obliged to pay damages to prisma plan. The amount of the damages to be paid to prisma plan depends on the date prisma plan receives such a cancellation.

The following cancellation conditions shall apply:

If the cancellation is made until the 15<sup>th</sup> day before the start of the exhibition, 100 % of the net order value will be due.

If the cancellation is made until the 30<sup>th</sup> day before the start of the exhibition, 80 % of the net order value will be due.

If the cancellation is made until the 60<sup>th</sup> day before the start of the exhibition, 60 % of the net order value will be due.

If the cancellation is made until the 61<sup>st</sup> before the start of the exhibition, 30 % of the net order value will be due.

The same cancellation terms shall apply to other orders.

All invoices made in connection with the project shall be cancelled – new cancellation invoices shall be written – which are payable without deduction immediately on receipt -. No crediting is given for following projects – Special agreements have to be made in writing and do not become effective until both parties have confirmed this in writing.



**(14) Data processing**

Prisma plan shall be entitled to process and store data that concern the customer received regarding or in connection with the business relationship according to the data protection law notwithstanding whether received by the customer or third parties. Prisma plan guarantees that no customer data shall be passed on unless required for the purpose of fulfilling the order.

The data protection officer of the controller is:

DataCo GmbH  
Siegfriedstraße 8  
80803 München  
Deutschland

Managing directors: Dr. Markus Fisseler, Thomas Regier

**(15) Jurisdiction and applicable law**

Court of jurisdiction for all disputes arising from this contractual relationship shall be Herne if the customer is a fully qualified merchant, a legal entity under public law or a public special asset. Prisma plan shall be free, however, to appeal to the court competent for the customer's registered office. All legal relationships between prisma plan and the customer shall be governed by the laws of the Federal Republic of Germany, excluding the 1980 Vienna Sales Convention (CISG), even if the customer has its registered office or residence outside of Germany. Should any provision of these terms be or become invalid, then the validity of all the other provisions of these terms remains unaffected. Ineffective provisions of these terms shall be replaced by effective terms which come closest to the ineffective provision. We reserve the right to adapt the GTCs to the latest judicial proceedings at any time and without prior notice.

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