

# General Terms and Conditions of NPG Germany GmbH and NPG Modular Design GmbH

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## Article 1 Scope

The following Terms and Conditions of NPG Germany GmbH or NPG Modular Design GmbH (hereinafter collectively: NPG) shall apply to all orders placed by the customer, unless these Terms and Conditions have been substantiated or waived by special agreements. Any terms and conditions of contract of the customer shall become part hereof only if explicitly accepted by NPG.

## Article 2 Quotes

- a) The prices given in NPG's quotes are nonbinding. Any additional works that are not included in the quote, but are to be performed upon the customer's request shall be subject to extra remuneration. The calculation of the quotes is based on the details given by the customer and/or third parties commissioned by the customer (including trade-fair management or similar). Customer shall be obliged to check the accuracy of the information on which the quote is based, even if such information originates from the trade-fair company.
- b) Unless agreed otherwise, all plans, designs, drawings, manufacturing and assembly documents and all other documents forming the basis of NPG services, including all rights arising therefrom, shall remain NPG's property. In particular, any assignment of usage rights or other rights derived from the copyrights shall be subject to written agreement. Any alterations to plans, designs, etc. may be made solely by NPG. These documents may not be reproduced nor made available to third parties without NPG's consent. If the order does not materialize, NPG may request the return of the quotes and all documents associated with the quote (plans, designs, etc.).
- c) If the start, the progress or the completion of the works is delayed for reasons beyond NPG's control, NPG shall have the right to invoice separately for any additional cost caused thereby. In such case the calculation shall be based on the charge rates for working hours (including machine times, travelling, setup and loading times) valid on the day of performance.

## Article 3 Prices

The prices quoted are net in Euro, not including statutory sales tax, and are ex works or warehouse and do not include packaging, freight, postage, insurance, customs duties, import duties, etc.

## Article 4 Manufacture and Delivery

- a) Any agreed delivery deadlines shall lose their binding force upon customer submitting any changes to or re-settings of the design after conclusion of the contract.
- b) All articles or other goods and services from the customer that are to be used in the manufacture or assembly of the NPG product must be delivered free assembly site by the agreed date. Any return shipments of such parts shall be made freight collect from the usage site at the customer's risk.
- c) In the event of any disruption of business operations that are beyond NPG's control, including but not limited to industrial actions, strike and lockouts, as well as any other cases of force majeure arising from unforeseeable events and through no fault of NPG's own and leading to severe business disruptions both at NPG and their suppliers or subcontractors, NPG shall have the right to perform or commission services as required to ensure timely completion and to eliminate any obstacles during assembly and disassembly. If contract performance is rendered impossible by such disruptions, both Parties shall have the right to withdraw from the contract. In this event, claims for damages shall be excluded.
- d) Unless agreed otherwise, the risk of loss or deterioration of the item shall pass to the customer when the goods leave the premises of NPG or their subcontractors, or when it is made available to the customer. This shall apply also in the case that delivery carriage-paid has been agreed.
- e) If goods that are ready for shipment cannot be delivered for reasons for which the customer is responsible, the risk shall pass to the customer as from the day on which the goods are ready for shipment. The goods and services of NPG shall be deemed delivered/performed upon delivery of the ready-for-shipment notice to the customer.
- f) If the manufactured item is destroyed or lost during transport before it arrives at the assembly site, this shall be at the customer's cost. Customer shall bear the risk.

## Article 5 Booth Lease

- a) If the Parties have agreed that NPG shall provide the booth for a lease, the customer shall bear all costs incurred during operating or using the booth. This shall apply in particular to any touch-up and/or repair works or the repair of any damage to the booth, unless NPG can be held responsible therefor (under the provisions of Articles 8, 9). Any claims for reducing the booth lease shall be excluded, provided that the booth has been handed over in a defect-free state. Subsequently occurring damage shall not entitle the customer to reduce the booth lease, unless NPG is liable for such damage under the principles set forth in Articles 8 and 9.

## Article 6 Handover and Acceptance

- a) Customer shall be obliged to inspect and accept the goods and services provided by NPG and to take over the booth. Customer undertakes to attend the acceptance/handover appointment themselves or to use a duly authorized agent that is sufficiently authorized to make the necessary declarations for this purpose. The acceptance or takeover of the booth must take place no later than 12 hours before the start of the trade fair. The same applies in the case of rental or lease of the booth or any other items.
- b) Unless operation of the subject matter of this contract is substantially impaired, minor defects shall entitle the customer to refuse acceptance or takeover of the booth. Putting the stand to use unconditionally shall substitute for the acceptance procedure. Withholding of payments on the grounds of defects shall be allowed only in proportion to the extent that the usability is impaired.
- c) If customer refuses acceptance of the goods and services despite completion notification and fitness for acceptance, NPG may withdraw from the contract or claim damages for non-performance. NPG may claim 80% of the net purchase order amount as damages for non-performance, 70% in the case of rental or lease of the booth or other rental/lease items. Customer retains the right to provide evidence that damage has not occurred at all or not in the amount claimed. Likewise NPG retains the right to claim higher verified damages.

## Article 7 Retention of Title

- a) If NPG and customer have agreed on a purchase of the goods and services of the contractor, all items delivered or provided shall remain NPG's property until all obligations under this contract have been fully discharged.
- b) No pledging or assignment as security shall be allowed. As of now, customer assigns their claims from any resale of the goods subject to this retention of title to NPG in the amount of

their outstanding payments for the benefit of NPG. NPG hereby accepts the assignment. Customer shall make the information about the assigned claim that is necessary to collect the same available to NPG upon request and shall notify the debtors of this assignment. In the case of processing, combining, mixing or commingling the goods subject to this retention of title with other goods or items not owned by NPG, NPG shall be entitled to a portion of the resulting co-ownership in the new item in proportion of the value of the goods subject to retention of title to the other processed goods at the time of processing, combining, mixing or commingling. If customer acquires sole ownership in the item, it is deemed agreed that the customer shall grant NPG co-ownership in the new item in the proportion of the value of the processed, combined, mixed or commingled goods subject to retention of title and shall store this item for NPG at no cost. If the goods subject to retention of title are resold immediately together with other goods, whether without or after processing, combining, mixing or commingling, the above agreed advance assignment shall apply only in the amount of the value of the goods subject to retention of title that is sold together with the other goods.

- c) Customer shall immediately inform NPG in writing of any third-party execution measures against the goods subject to retention of title or against the claims assigned in advance, and shall hand over the documents necessary for intervention.

## Article 8 Liability and Warranty

- a) If the customer purchases the subject matter of this contract (e.g. booth or parts thereof), customer shall inspect the item immediately after delivery and assembly and shall notify NPG of any defects immediately, i.e. no later than 2 days after receipt, delivery or completion and no later than 12 hours before the start of the trade fair. If, despite careful inspection, a defect is found only at a later point, such defect must be notified immediately, no later than one day after becoming aware of the defect.
- b) If the booth constructed upon the customer's order is provided for rental/lease, the above complaints must be made to NPG immediately, no later than 12 hours before the start of the trade fair.
- c) As a rule, customer may only request subsequent improvement as a warranty service. The manner of proper subsequent improvement is at NPG's discretion. NPG shall, at all times, have the right to provide a replacement. If customer purchases the booth, they may not request revocation of the contract (withdrawal from the Contract) or lowering of the price (reduction of purchase price), unless at least two attempts at subsequent improvement have failed.
- d) NPG may refuse to remedy any defects for as long as the customer fails to duly fulfill their obligations under this contract.
- e) No liability shall be accepted for defective goods or services from third-party companies, unless NPG can be shown to have neglected their duty to take care in selecting the third-party companies. Customer may have the right to request assignment of the contractor's claims towards such company.
- f) NPG shall not be liable for the customer's commodities, unless safekeeping has been legally agreed between the Parties in writing.
- g) NPG shall not be liable for the accuracy of the documents provided by the customer or of the documents provided by the trade-fair company or by third parties.
- h) Claims for compensation of any loss or damage of any kind, including any damage that has not occurred on the delivered item itself, shall be excluded, unless the loss or damage has been caused by deliberate or grossly negligent acts and unless such exclusion of claims for compensation prevents or jeopardizes the performance of the contract. The liability limitation shall apply to the same extent to NPG's vicarious agents. The foregoing shall not apply to any claims for damages under product liability law.
- i) If provision of items for rental/lease has been agreed, customer shall be liable for each and any item provided to them for rental/lease, including the exhibition booth, up to the amount of the reproduction cost or, in the case of loss, up to the amount of the new acquisition value.

## Article 9 Damage

- a) Any damage occurring during transport, if conducted or arranged for by NPG, must be notified immediately. In the case of forwarder shipment, any damage must be noted immediately on the consignment note; in case of rail transport, a certificate by the railway company or a similar document confirming the damage must be requested and sent to NPG immediately.
- b) Contractor shall not be liable for the destruction or loss of work and/or production plans and other documents, unless they can be accused of willful intent or gross negligence.
- c) Unless agreed otherwise, it shall be for the customer to insure the trade-fair and exhibition booth against loss or damage of any kind during assembly and disassembly and for the duration of the event.

## Article 10 Setoff

Offsetting by the customer is excluded if the counterclaims are disputed or have not been verified by final judgment.

## Article 11 Payment

- a) Unless agreed otherwise, the final invoice amount shall be due for payment immediately upon invoice receipt and shall be payable strictly net, without deduction of any cash discount or other deductions. Upon signing the contract, 50% of the total amount of remuneration agreed in total for the goods and services shall become due for payment. Further: 30% of the total amount shall become due 21 days before the start of the trade fair/exhibition and another 20% within one week after the final official trade fair day (not including the disassembly phase). Only persons vested with written authorization by NPG or the bodies or authorized officers of NPG shall have the right to conduct debt collection.
- b) Payments shall always be due at the place of business (registered office) of NPG. This place shall, at the same time, be the place of performance for the payment. Payments may also be made in cash at the location of the trade-fair booth with debt-discharging effect and maintaining the dueeness at the place of business (registered office) of NPG, if an NPG representative with the authority to collect debts is present at the location of the booth and if this representative is prepared to accept the amount and/or is not prevented from acceptance of such cash amount by local statutory regulations or by other local mandatory rules.

## Article 11 Final Provisions

If the customer is a registered merchant, a corporate body under public law or a special fund under public law, the place of performance and of jurisdiction for any disputes arising between the parties from the contract shall be the registered office of NPG (Rodgaw). German law, excluding CISG, shall apply exclusively.

